AGENDA OF THE COMMON COUNCIL

TUESDAY, AUGUST 1, 2023, 6:00 PM
In person at City Hall, Room 203 - Council Chambers.
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:
   https://us02web.zoom.us/j/88568888025

   Or call in by phone: +1 312 626 6799
   Meeting ID: 885 6888 8025
   Passcode: 950623

   If you wish to speak at this public meeting or leave a comment, please fill out the online Comment Form and submit by 4:30 PM on Council meeting day. More detailed Zoom Instructions can be found online.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

1. June 27, 2023 and July 24, 2023

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Recognitions and Awards.

1. Recognition of David Hansen, City of Green Bay Traffic Engineer, and his almost twenty years of service to the City.

J. Appointments.

1. **Reappointments:**

Zoning and Planning Board of Appeals
Joshua Koch, 3435 Yorkshire Road, Green Bay,WI 54311
Term to expire: August 1, 2026

Green Bay Plan Commission
Derius Daniels, 221 N. Van Buren Street, Green Bay, WI 54301
Term to expire: July 1, 2026

Transit Commission
Michael Conley-Kuhagen, 130 Badger Lane, #110, Green Bay, WI 54303
Term to expire: July 1, 2026

Appointments:

Brown County Planning Commission
Josh Lutzow, 427 S. Baird Street, Green Bay, WI 54301
Term to expire: May 1, 2026

K. Public Hearings.

1. Planning Ordinance No. 01-23
   An ordinance amending the official map of the City of Green Bay removing multiple roadways and adding an extension of Hinkle Street running from West Mason Street South to Hobart Drive.

L. Ordinances - Second Reading for Adoption.

1. General Ordinance No. 14-23
   An ordinance creating section 40-109 and 40-110 Green Bay Municipal Code, relating to abandoned bicycles.

2. Zoning Ordinance No. 13-23
   An ordinance creating a planned unit development (PUD) overlay district related to signage for property at 1265 Lombardi Avenue.

3. General Ordinance No. 16-23
   An ordinance amending Section 40-71, Green Bay Municipal Code, relating to traffic regulations.

4. General Ordinance No. 15-23
   An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.

M. Report of the Redevelopment Authority (July 11, 2023).

1. To approve the proposed change order from Stantec Consulting Services in the amount of $37,650 for professional services related to construction administration for the Shipyard redevelopment.

N. Report of the Improvement & Services Committee (July 26, 2023).

1. To approve the request by Frank and Doris Arcuri, 4083 Champeau Road, to extend the deferral on water main assessments against Parcel 22-SC490-2, until the property is sold or developed.

2. To approve the request by Tommy Everman (owner of Gather on Broadway) for permission to reserve two parking spaces in front of 139 North Broadway for pick-up and drop-off of guests during scheduled events on Friday and Saturday nights throughout the year.

3. To hold the request by Ald. Grant to require staff to send a letter to residents who will have financial contribution to projects included in the City's Capital Improvement Program until the next regularly scheduled Improvement and Services Committee meeting.

4. To approve the request by Ald. Grant for the City of Green Bay to complete snow and ice management along North Huron Road for Parcel 21-7923.

5. To approve the request by Green Viper LLC to dedicate the watermain on west side of Erie Road that is adjacent to the Condominium Development.

6. To approve the request by Department of Public Works to purchase the following replacement equipment:

   a. One 2023 Landing Craft L Series dock and buoy service boat from Workskiff Inc. off GSA Contract #47QSWA18D004E for the purchase price of $303,044.66 which includes delivery and warranty.

   b. One 2023 International HV607 tandem axle dump truck chassis from Packer City International off the Sourcewell Contract #0092-NVS for the cost of $122,467.00 which includes delivery, warranty, and driver training.

   c. One 14' dump body and hydraulic controls, one 11' reversible poly plow, and one 10' poly patrol wing from Monroe Truck Equipment off the Sourcewell Contract #062222-AEB-1 for the cost of $153,508.00 which includes installation on City-owned chassis, warranty, delivery, and driver training.

7. To hold the acceptance of 2023 Downtown Parking Study completed by Desman Parking Consultants until the next regularly scheduled Improvement and Services Committee meeting.

8. To approve the request by Department of Public Works to purchase one trailer mounted air compressor from Roland Machinery in the amount of $25,221.19, using approved 2023 bond funding.

9. To approve the request by Department of Public Works to amend the State/Municipal Agreement (SMA) between the City of Green Bay and Wisconsin Department of

Transportation (WisDOT) for project 4987-14-00/71, Manitowoc Road Sidewalk and authorize the Director to execute the agreement.

10. To approve the request by Downtown Green Bay Inc. to add a public trash can on the west side of Washington Street at the Northland Avenue intersection with the Department of Public Works being responsible for emptying and maintaining the public trash can.

11. To approve the acceptance of a grant agreement of $85,635.00 from the Fund for Lake Michigan to hire a consultant for the East River Flood Mitigation Study.

12. To approve the acceptance of the grant agreement contract of $39,000.00 from the Wisconsin Coastal Management Program to hire a consultant for the East River Flood Mitigation Study.

13. To approve the request by Department of Public Works to enforce a 10-year manufacturer warranty to all City-issued/purchased tipper carts.

14. To approve the request by Department of Public Works to enter into a Service Authorization Agreement with Berners-Schober Associates, Inc. in the amount of $50,000.00 for the design of masonry repairs at the West Side Municipal Garage.

15. To approve the award of contract PARKING DIVISION SECURITY to Star Protection and Patrol for the period August 1, 2023 through July 31, 2027 in the amount of $124,800.00 for the first year, with a 5% escalation rate each year thereafter.

16. 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. PARKS 8-23 JOANNES AQUATIC CENTER REOOFING
    b. PARKS 9-23 BAY BEACH PAVILION REROOF

17. To receive and place on file the award of contract BRIDGE 3-23 (MAIN STREET BRIDGE B-5-141 EXPANSION JOINT RECONSTRUCTION) to Pheipher Brothers Construction Co., Inc. in the amount of $306,291.89.

18. To receive and place on file the award of contract PAVEMENT 3-23 SCHOOL PLACE RECONSTRUCTION to Advance Construction Inc. in the amount of $1,123,195.30.

19. To approve the Assignment and Assumption of License Agreement from Destree Enterprises, Inc. (fka Zoll Stone Center, Inc.) to MP13 Green Bay, LLC for use of Ashland Avenue rights-of-way.

20. To approve and accept a Storm Sewer Easement from Jeffery L. Schroeder for the reconstruction of S. Maple Avenue.

21. To hold the request to extend Isbell Street south of Mason Street to the South Mason Street Frontage Road in order to alleviate traffic issues along the South Mason Street Frontage Road, and to enter into agreements with adjacent property owners pursuant to this opening until the next regularly scheduled Improvement and Services Committee meeting.

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

    A. Granting of Licenses

        1. Sidewalk Builder

            a. Global Concrete LLC
            b. Naps Flatwork & Construction

        2. Underground Sprinkler System

            a. NEW Irrigation LLC

23. To approve the amendments to the proposed 2024 Fee Schedule for Chapter 16 Environment and Chapter 42 Utilities and forward onto the Law Department to place into final ordinance form.

O. Report of the Protection & Policy Committee (July 24, 2023).

1. To grant a request by Napalese Lounge at 1351 Cedar St. to request an outdoor area on August 19 to the back parking area of the Napalese Lounge for a Summer Celebration.

2. To grant a request by Green Bay Sportservice, Inc. at 1265 Lombardi to request an outdoor area on September 23 to parking lots 5 & 6 on the West-Northwest side of Lambeau Field for their Green Bay Packers Season Kickoff Concert.

3. To grant an application for a "Class B" Liquor and Class "B" Beer license for Hamlet Creek LLC at 3562 Finger Rd. with a license premises description as "FULL BAR IN MAIN ROOM, OUTDOOR BAR ON A SLAB OUTSIDE THE WEST EXIT" and to request a waiver to State Statute 125.68(3) in granting a "Class B" liquor license within 300' of a school (Filed Paperwork on 6/12/2023 and previously licensed as Sepia Wedding Chapel, LLC).

4. To grant an application for a "Class B" Liquor & Class "B" Beer license for Jalisco Mexican Restaurant LLC at 2850 Humboldt Rd. with a license premises description as "office, basement, bar area, dining area, patio, and the lower level dining area, " with the approval of the proper authorities (Filed June 30, 2023 and previously licensed as Jimm Simms, LLC).

5. To grant an application for a "Class B" Liquor & Class "B" Beer license for At the Tracks, LLC at 709 S. Broadway with a license premises description as "Commercial units 1, 2 & 3/back patio area/upstairs office," with the approval of the proper authorities (Currently a 23-24 license is granted at this location for Chefbop, LLC).

6. To approve General Ordinance No. 4-23, an ordinance creating Section 10-95, Green Bay Municipal Code, relating to massage establishments with amendments to the effective date (February 1, 2024), reduce the fee to $75, and to amend the ordinance to include the language "unless acceptable under state law by the practice of a massage therapist."

7. To grant an appeal by Jennifer Larsen regarding the denial of her operator's license.

8. To grant an appeal by Gregory Diring regarding the denial of his operator's license.

9. To discount the reinspection fees accrued by appellant Jesse Robinhorst at 1905 Deckner Ave. to $650 due to a hardship.

10. To hold an appeal by John Rome, 1315 S. Oakland Ave, regarding reinspection fees until the August 14 Protection & Policy Committee Meeting to review the completion of the order.

11. Informational Only: The release of three 2022-2023 available "Class B" Liquor & Class "B" Beer licenses to the pool due to no action taken for the 2023-2024 license year.

12. Informational Only: The Clerk's Licensing Report.

13. Informational Only: The Liquor Violation Report.

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 (July 24, 2023).

1. To approve the subdivision variance from Section 44-557(7) of the Green Bay Municipal Code for the creation of two flag lots at 0 Bylsby Avenue.

2. To approve a Planned Unit Development (PUD) at 436 South Monroe Avenue for the development of a mixed-use project, subject to the draft PUD. (Public hearing held July 24, 2023)

3. To approve a Conditional Use Permit (CUP) at 310 Van Caster Drive to construct a two-family dwelling, semi-detached in a Low-Density Residential (R1) zoning district, subject to the following conditions:
   1. Prior to building permit issuance, Planning staff must review and approve the subject parcel's building plans to ensure that the wall articulation standards of Sec. 44-1913(2) are met along the south and west facades. The petitioner can appeal that decision to the Plan Commission.
   2. Compliance with all regulations of the Green Bay Municipal Code.
   (Public hearing held July 24, 2023)

4. To rezone 203-225 S Monroe Avenue (East Side of Street) and 620-628 Doty Street (South Side of Street) from Office Residential (OR) to Downtown (D1). (Public hearing held July 24, 2023)

5. The Plan Commission failed to pass motions to both deny and approve a Conditional Use Permit to allow a convenience store, drive through restaurant and fueling/gas/service station use within a Downtown (D1) district at 201 N Monroe Avenue, subject to the following conditions:
   1. Developers must provide an Initial Review (IR) scoping document and an abbreviated Traffic Impact Analysis (TIA) report to address the proper number and location of access points for redevelopment. Developers shall engage with the Department of Public Works and Department of Community and Economic Development to create revised/final plans which satisfy both departments.
   2. A photometric plan providing lighting must be submitted and approved by both the Department of Community and Economic Development and the Police Department.
   3. A maximum of 3 gasoline fuel pumps (6 total gasoline stations (3 x 2 sides per pump)).

4. A minimum of 3 electric vehicle (EV) charging stations.
5. Compliance with all other regulations of the Green Bay Municipal Code.
(Public hearing held July 24, 2023)

6. To approve a Conditional Use Permit (CUP) at 3102 S Sandstone Court to construct a two-family dwelling, semi-detached in a Low-Density Residential (R1) zoning district, subject to compliance with all of the regulations of the Green Bay Municipal Code. (Public hearing held July 24, 2023)

7. To amend the City's Official Map by removing multiple roadways and adding an extension of Hinkle Street running from West Mason Street south to Hobart Drive, with the intersection of Hobart Drive and the extended Hinkle Street at a 90-degree extension, contingent upon a waiting period and public hearing, and subject to the following conditions:
   1. The full extent of Hinkle Street right-of-way be officially mapped at an 80' width.
   2. New intersection of extended Hinkle Street and Hobart Drive be mapped at a 90-degree angle.
   3. Platted Bellwood Lane, Springdale Lane and Meadowbrook Drive be vacated as requested in Street Vacation (SV) 23-02.

8. To vacate an unbuilt Bellwood Lane/Springdale Lane/Meadowbrook Drive public right of way located East of Hobart Drive as well as two unbuilt and unnamed portions of right-of-way adjacent to and east of Parcel 6H-1110-21 and 6H-1110-4-G with the following conditions:
   1. Easement rights for existing public utilities within the unnamed street area as well as the vacated right-of-way areas shall be established.
   2. Easement rights for Spectrum/Charter Communication located within the right-of-way shall be established.

9. To receive and place on file the communication from Ald. Grant "Consideration with possible action to amend the R1 Zoning single family home definition of unrelated and family adult limitations to limit define family as____ and limit the number of unrelated adults to____."

R. Report of the Finance Committee. (July 25, 2023)

1. To approve the Revaluation Policy.

2. To approve the ordering of a shared Police and Fire command vehicle and paying with 2025 bonding due to long lead times.

3. To approve the contract for translation service with Visual Communication Services up to $75,000 using the American Rescue Plan Act grant.

4. To approve the purchase of 16 Motorola portable radios for $77,818.72 funded by the American Rescue Plan Act grant.

5. To approve the purchase of three (3) 2024 Chevrolet Silverado trucks from Napleton Chevrolet Columbus for $139,284 funded by 2023 bonded dollars.

6. To approve the purchase and installation of two Federal Signal emergency sirens for $54,897.00 funded by 2023 bonded dollars.

7. To accept the Auto Group Foundations grant of $15,250 for the Traffic Safety project for the Green Bay Metro Fire Department.

8. To approve the budget amendment resolution for unbudgeted overtime for special events.

   a. Resolution authorizing Budget Amendment.

9. To receive and place on file the Report of the Claims Committee.
   The City Council 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 City Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

S. Report of the Park Committee (July 26, 2023).

1. To approve the request by Wisconsin Public Service to relocate the existing utility easement along the East River Trail, just east of Baird Street.

2. To approve the purchase of a 2024 Ford Super Duty F-250 4WD Regular Cab truck with snowplow from Ewald Automotive Group for a total cost of $55,885.

3. To approve the purchase of a 2024 Ford Super Duty F-550 DRW XL 4WD Regular Cab truck with a plow from Ewald Automotive Group for a total cost of $65,455.

4. To receive and place on file the staff update on a proposal by GB Real Estate Investments, LLC for an Official Map Amendment to extend Hinkle Street from West Mason to Hobart Drive, running through the northwest corner Beaver Dam Park. **(Informational Only)**

T. Report of the Personnel Committee. (July 25, 2023)

1. To approve the City of Green Bay Civil Rights Compliance Plan for the Wisconsin Community Safety Fund Grant.

2. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
   a. 4K Naturalist
   b. Assistant City Engineer
   c. Operator I
   d. Parking Enforcement Officer
   e. Park Supervisor
   f. Mechanic
   g. Mechanic
   h. Purchasing Assistant
   i. Plumbing Inspector
   j. Development Director
   k. Traffic Engineer
   l. Administrative Clerk

3. To approve the addition of a Deputy Treasurer position to the Administrative Services Department.

4. To refer to staff the request from Ald. Chris Wery that additional revenue from increased short term rental revenue be used to partially or fully fund an inspector for these properties

to deal with the unique issues they present. Focus should be on evening and weekends with parking violation, property and lawn upkeep in addition to administrative duties to relieve planning staff and free them up for their main job functions.

U. Report of the Public Arts Commission (July 26, 2023).

1. To approve the Public Art Grant Program application request of $8,823 for The Chantelles Holiday Concerts 2023 project.
2. To approve the Public Art Grant Program application request of $10,000 for Crossing the Digital Bridge in Art Making project.
3. To approve the Public Art Grant Program application request of $2,500 for the We Will Be Seen mural restoration project.
4. To approve the Farlin Park Art Request for Proposal.

V. Report of the Traffic, Bicycle, and Pedestrian Commission (July 17, 2023).

1. To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.
2. To receive and place on file the report by the Police Department of the 2023 2nd quarter serious injury and fatal crashes.
3. To approve the request by the Department of Public Works that the city enter into an agreement with Imperial Supplies for their request to install a Rectangular Rapid Flashing Beacon (RRFB) system on Madison Street.

W. Report of the Sustainability Commission (July 19, 2023).

1. To receive and place on file a progress report of the citywide Clean Energy Green Bay plan.

X. Report of the Equal Rights Commission (July 13, 2023).

1. To receive and place on file the Visibility Initiative Strategic Action Plan held from the June 8, 2023 Equal Rights Commission meeting.

Y. Report of the Landmarks Commission (July 19, 2023).

1. To approve the nomination of 414 North Maple Avenue to Green Bay's Local Register of Historic Places. (Public hearing held July 19, 2023)

Z. Informational.

1. Building Report for June 2023
2. MuniCtReportJune2023

AA. Resolutions.

1. Resolution drawing final orders to contractors for August 1, 2023.
2. Resolution authorizing conditional use permit at 310 Van Caster 21-5769.

3. Resolution authorizing a variance from Section 44-557(7), Zoning, Green Bay Municipal Code, to allow for creation of two flag lots located at 0 Bylsby Avenue/Parcels 6-12-A, 6-11 and 6-34.

4. Resolution authorizing conditional use permit at 201 N. Monroe Avenue (Parcel 11-188).

5. Resolution authorizing conditional use permit at 3102 S Sandstone Court (Parcel 6H-4425).

6. Resolution regarding vacation of public right-of-way Bellwood Lane/Springdale Lane/Meadowbrook Drive east of Hobart Drive & one unnamed right-of-way.

BB. Ordinances - First Reading.

1. General Ordinance No. 4-23
   An ordinance creating Section 10-95, Green Bay Municipal Code, relating to massage establishments.

2. Zoning Ordinance No. 15-23
   An ordinance rezoning property located at 203 S Monroe Ave (14-444), 211 S Monroe Ave (14-443), 215 S Monroe Ave (14-442), 225 S Monroe Ave (14-439), 620 Doty St (14-427), 624 Doty St (14-428), 628 Doty St (14-429) from Office-Residential (OR) to Downtown District (D1).

3. Planning Ordinance No. 01-23
   An ordinance amending the official map of the City of Green Bay removing multiple roadways and adding an extension of Hinkle Street running from West Mason Street South to Hobart Drive.

4. Zoning Ordinance No. 14-23
   An ordinance creating a Planned Unit Development (PUD) overlay district for property located at 436 South Monroe Avenue.

CC. Referral of Petitions & Communications.

DD. 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.

Report to the
Common Council
of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # I.1

Recognition of David Hansen, City of Green Bay Traffic Engineer, and his almost twenty years of service to the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Common Council
of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # K.1

Planning Ordinance No. 01-23
An ordinance amending the official map of the City of Green Bay removing multiple roadways and adding an extension of Hinkle Street running from West Mason Street South to Hobart Drive.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

GENERAL ORDINANCE NO. 14-23

AN ORDINANCE
CREATING SECTION 40-109 AND 40-110
GREEN BAY MUNICIPAL CODE,
RELATING TO ABANDONED BICYCLES

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

SECTION 1. Section 40-109, Green Bay Municipal Code, is hereby created to read:

Sec 40-109. Abandoned Bicycles

(a) *Violation.* No person may leave unattended any bicycle on any public street, highway, building, place or park upon any public or private property, for such time and under such circumstances as to cause the bicycle to reasonably appear to be abandoned.

(b) *Notice of Abandonment.* Any bicycle in violation of sub. (a) may have a notice affixed to it which informs the owner of the bicycle, that the bicycle appears to be abandoned. Only a police officer, the Director of Public works or their designee, or the Parks Director or their designee have authority to affix such notices upon bicycles. The notice shall indicate:

(1) The date and time the notice was affixed;

(2) A phone number for the owner to call to inform the agency which affixed the notice, that the bicycle is not abandoned;

(3) The date and time after which the bicycle may be removed under sub. (c).

(c)

A bicycle shall be deemed as "not abandoned" if the owner of the bicycle, removes the bicycle so as to no longer appear to be abandoned, or within 48 hours of the affixing of a Notice of Abandonment, the owner notifies the agency affixing that notice, that the bicycle is not abandoned.

(d) *Removal.* If a bicycle remains in violation of sub. (a) more than 48 hours after the Notice of Abandonment has been affixed in compliance with sub. (b), that bicycle may be removed by any police officer; the Director of Public works or their designee, or the Parks Director or their designee, and immediately thereafter delivered to the police property room. However, before any designated person removes a bicycle they shall first determine whether their agency has designated the bicycle as "not abandoned." A bicycle designated "not abandoned" may not be removed. A bicycle removed under this section shall remain in the custody of the police department until it is retrieved by the owner or otherwise disposed of according to law.

Sec. 40-110 Special Rules Applicable to Bicycles

(a) *Parking.*

(1) Bicycles parked on streets shall be against the curb in areas where vehicle parking is permitted.

(2) Bicycles parked on sidewalks shall be placed in racks for their support or next to buildings or at the curb and in a manner which affords the least obstruction of pedestrian traffic.

(3) Bicycles parked on public ways shall not be secured to any object within fifteen (15) feet of a crosswalk or to any tree located on public sidewalk or terrace whether paved or not.

(4) Bicycles shall not be secured to any City-owned property signal poles, light poles, sign poles, or other City-owned infrastructure not so designed as a bicycle rack.

(5) Bicycles shall not be parked on the terrace adjacent to any bus stop, freight loading zone, truck loading zone, passenger loading zone, loading zone for people with disabilities, taxi stand or any parking place for persons with disabilities so as to interfere with the unloading or loading of persons or property.

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

SECTION 5. Effective date. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

ZONING ORDINANCE NO. 13-23

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT RELATED TO SIGNAGE FOR PROPERTY AT
1265 LOMBARDI AVENUE
(ZP 23-17)

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 below:

Parcel Identification and Legal Description:

Parcel No.	Address	Legal Description
1-1841-A	1265 Lombardi Ave., Green Bay, WI 54304	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

Land Area comprises approximately 59.928 acres

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

A. The City recognizes that the standards associated with signs in the Municipal Code are not equipped to address the unique needs and special circumstances related to a major league sports facility. Therefore, a Planned Unit Development (PUD) is being utilized to create a Lambeau Field campus master sign plan regulating identity, sponsorship and directional/informational signage. All signage at the Lambeau Field campus addressed as 1265 Lombardi Avenue shall be in conformance with attached Exhibit A, and as regulated within this PUD, other than that signage which is exempt in the existing Sign Code (Municipal Code, Chapter 30, Article I, Section 30-6)

B. Compliance with all the regulations of the Green Bay Municipal Code not otherwise addressed within 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:

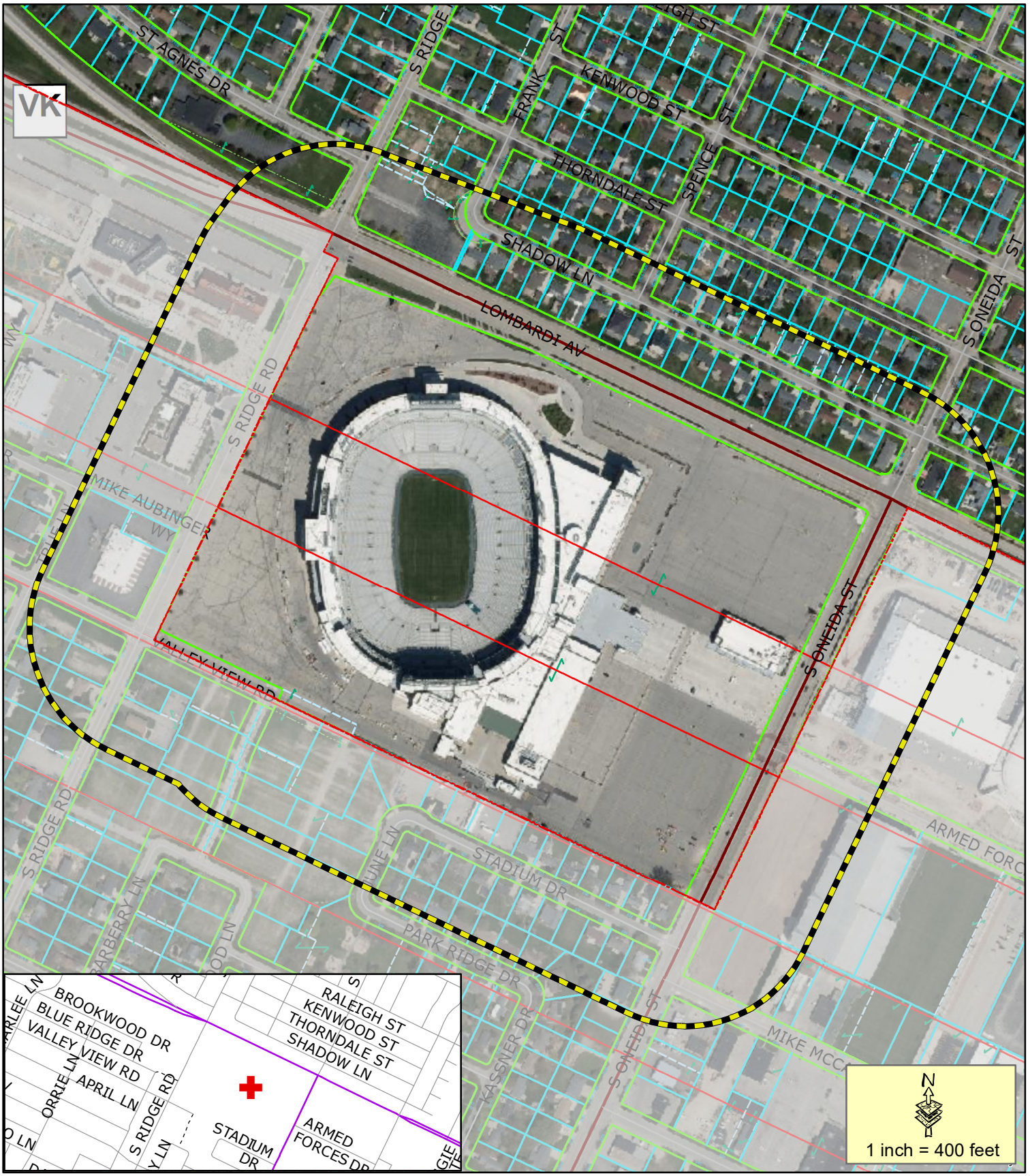
_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, City Clerk

db:

Attachments:
Exhibit A – Permitted Signage Inventory



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 23-17) Proposed Planned Unit Development (PUD) at 1265 Lombardi Ave

CITY OF GREEN BAY 1854 Titletown, USA

GENERAL ORDINANCE NO. 16-23

AN ORDINANCE
AMENDING SECTION 40-71,
GREEN BAY MUNICIPAL CODE,
RELATING TO TRAFFIC REGULATIONS

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

SECTION 1. Section 40-71, Green Bay Municipal Code, is hereby amended to establish the following 1-WAY STOP condition:

WEST MASON STREET SOUTH FRONTAGE ROAD, at West Mason Street access 1,000 feet west of Packerland Drive (northbound)

WEST MASON STREET NORTH FRONTAGE ROAD, at West Mason Street access 1,000 feet west of Packerland Drive (southbound)

WEST MASON STREET NORTH FRONTAGE ROAD, at West Mason Street access 1,000 feet west of Packerland Drive (westbound)

SECTION 2. Section 40-71, Green Bay Municipal Code, is hereby amended to establish the following 2-WAY STOP condition:

WEST MASON STREET SOUTH FRONTAGE ROAD, at West Mason Street access 1,000 feet west of Packerland Drive (eastbound, westbound)

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

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

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

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

DJAH
6/27/23

GENERAL ORDINANCE NO. 15-23

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

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

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING zone:

> ADAMS STREET, west side, from a point 100 feet south of Cass Street to a point 60 feet north of Washington Street.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following DISABLED PARKING zone:

> ROOSEVELT STREET, east side, from a point 165 feet north of Main Street to a point 235 feet north of Main Street.

SECTION 3. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zone:

> ADAMS STREET, west side, from a point 250 feet south of Washington Street to a point 60 feet north of Washington Street.

SECTION 4. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following FOUR-HOUR PARKING 7 AM TO 5 PM MONDAY THROUGH FRIDAY zone:

> ADAMS STREET, west side, from a point 100 feet south of Cass Street to a point 250 feet south of Washington Street.

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

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

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

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

DJAH
6/27/23

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Matt Buchanan, Staff

AGENDA ITEM # M.1

To approve the proposed change order from Stantec Consulting Services in the amount of $37,650 for professional services related to construction administration for the Shipyard redevelopment.

BACKGROUND

In June 2022, the City entered into a professional services agreement with Stantec Consulting Services (Stantec) to provide construction administration support for Phase I of the Shipyard project. The original agreement amount for this work was $116,400. Stantec's scope of services included providing construction guidance, reviewing shop drawings, providing construction engineering related to the design intent of the project, and other services required to assist the City and contractors complete construction of Phase I amenities. To date, three change orders have been approved to expand the project scope and budget to $169,762. Additional services included coastal engineering, design for marine navigational lighting, and engineering for bulkhead wall repairs. Stantec is now requesting Change Order 4 in the amount of $37,650. These additional services include shop drawing review, ongoing coordination to address site furnishings, precast walls, railings, lighting/electrical, irrigation, civil/site, landscaping and general inquiries. This also includes additional survey work, required plan revisions, and a technical memo identifying critical construction activities/sequence. The Department of Public Works has reviewed the proposed Change Order and has determined these additional services are appropriate and necessary to complete Phase I construction.

RECOMMENDATION

Staff recommends approval of the proposed change order from Stantec Consulting Services in the amount of $37,650.

FISCAL IMPACT

The additional cost for construction administration services should be absorbed by TID 22. Staff continues to secure additional grants to help offset overall project costs for all three phases of construction.

ATTACHMENTS

1. Stantec Construction Admin CO-4

PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order #	4	Date	26 June 2023

"STANTEC" STANTEC CONSULTING SERVICES INC.

STANTEC Project # 193805662

12075 Corporate Parkway Suite 200
Mequon, WI 53092-2649
Ph: (262) 643-9150 Fx:
email: sarah.mcdonald@stantec.com

CLIENT THE CITY OF GREEN BAY AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

Client Project # Shipyard Construction Administration

City of Green Bay Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, Wisconsin 54301-5026
Ph: (920) 448-3395 Fx: (920) 448-3426
email: neil.stechschulte@greenbaywi.gov

Project Name and Location: Shipyard, Green Bay, WI

In accordance with the original Professional Services Agreement dated 1 October 2012 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Original Contract Scope & Description

The original contract was based on the Contracted Scope of work to execute Construction Administration for the Shipyard and is as follows below. A detailed description of each phase and Task is included in the Contract.

Shipyard Construction Administration

	Submittal Review	$28,100 (100% Complete)
	Coastal/Marine Engineer (Baird)	$30,000 (100% Complete)
	Stantec	$38,250 (100% Complete)
	As-built Survey	$20,000 (0% Complete)
	Expenses	$50
CO1	Additional Services Coastal/Marine Engineer (Baird)	$29,975 (In Progress)
CO2	Bulkhead Repair Plan	$5,000 (100% Complete)
CO3	Navigation Design (Baird)	$18,387 (In Progress)
CO4	Additional Services	
	Hydrant Updates	$3,000 (100% Completed)
	2023 Construction Administration Services	$33,000 (100% Completed)
	REL Survey	$1,650 (100% Completed)

Change Order History

Over the span of the project, three (3) previous change orders have been Approved by the City of Green Bay and been completed. The details are provided below:

Change Order 01 – Additional Services Costal/Marine Engineer $29,975 (subconsultant) (In Progress)
Approved by Neil Stechschulte via e-mail on October 7th, 2022

This change order was requested to by the City of Green Bay to increase fees for Baird to review submittals, respond to RFIs, perform construction observation and project close out tasks.

Change Order 02 – Bulkhead Repair Plan $5,000 100% Complete
Approved by Neil Stechschulte via e-mail on October 7th, 2022
This change order was requested to by the City of Green Bay to complete a repair plan that was originally placed on the contractor in the special provisions.

Change Order 03 – Navigational Design $18,387 (Subconsultant) In Progress
Approved by Chuck Yang via e-mail on December 21, 2022
This change order was required as part of permit requirements.

Change Order 04 – Additional Services for 2023 CA Support $37,650 100% Complete
Hydrant Updates ($3,000) and Grading Plan (not included in cost/moved to EPA task) edits approved by Neil Stechschulte via phone on January 9th. The remaining tasks still require review and approval.

Estimated fee for this work includes shop drawing review, ongoing responses to city staff responding to RFIs for the following: site furnishings, precast walls, railings, lighting/electrical, irrigation, civil/site, landscaping and general inquiries. This also includes required plan revisions and a technical memo identifying critical construction activities/sequence ($33,000). Additional survey work for surveying lift station and end wall and existing sheet piling. ($1,650) This does not include any field observations. If field observations are requested, we would provide those services, with approval on a hourly T&M basis.

Break Down of Tasks, Staff, Hours and Fees Below

Please refer to the attached workplan for staff and hours to complete the additional tasks for 2023 construction administration support.

Please note this change order is an estimated budget, hourly, not to exceed and Stantec will work closely with the City of Green Bay development team to monitor this budget during the 2023 construction year.

Total fees this Change Order		$	37,650.00
Original agreement amount		$	116,400.00
Change Order Number	1	$	29,975.00
Change Order Number	2	$	5,000.00
Change Order Number	3	$	18,387.00
Change Order Number		$	-
Total Agreement		**$**	**207,412.00**

Effect on Schedule: The overall schedule is not anticipated to be affected by this work.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.

Mike Bach, PE, Prinicpal

THE CITY OF GREEN BAY AND THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

Neil Stechschulte,
Development Director

	Print Name and Title		Print Name and Title
Signature		Signature	
Date Signed:		Date Signed:	

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.1

To approve the request by Frank and Doris Arcuri, 4083 Champeau Road, to extend the deferral on water main assessments against Parcel 22-SC490-2, until the property is sold or developed.

BACKGROUND

That water main and lateral improvements be ordered in and assessments levied on Champeau Road from Maloney Road to Cul-De-Sac West and that the special assessments against Parcel No. 22-SC490 and Parcel No. 22-SC490-2 be deferred until used (used being defined as connecting to said water or parcel is subdivided) or the parcel is sold, or five (5) years, whichever occurs first. At the time the assessment becomes due, the amount shall be calculated based on the assessment rate in effect at the time of payment. Similar actions were taken by the Common Council of the City of Green Bay on September 16, 2008, and August 23, 2013, extending the deferral until October 12, 2014 and October 19, 2019, respectively. No further deferral requests were received by the City, so the deferred assessments became due on October 19, 2019. In early 2019, the Common Council took action to allow the subdivision of adjacent parcel 22-SC490, prorate the outstanding special assessments against that parcel, and extend the deferrals until October 10, 2024 or until the resulting parcels were sold or developed, whichever came first. This procedural deferral should have also included Parcel 22-SC490-2, but the Arcuri's parcel was inadvertently overlooked.

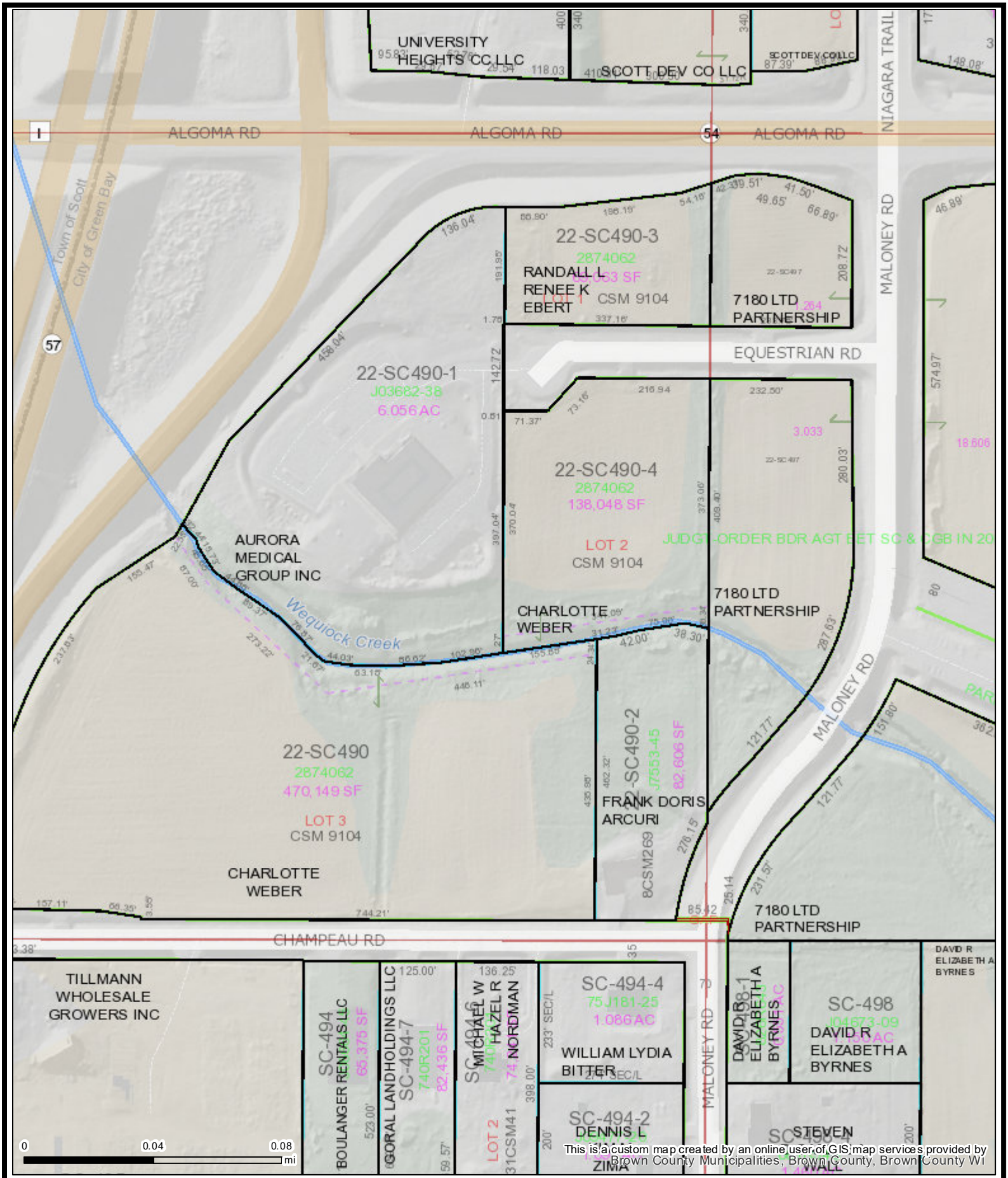
RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

1. 22-SC490-2



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

22-SC490-2

Map printed on 7/20/2023

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

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

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

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.2

To approve the request by Tommy Everman (owner of Gather on Broadway) for permission to reserve two parking spaces in front of 139 North Broadway for pick-up and drop-off of guests during scheduled events on Friday and Saturday nights throughout the year.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Gather on Broadway

From: Tommy Everman
To: Chris Pirlot
Subject: Drop Off Request
Date: Monday, June 19, 2023 9:07:36 PM

Chris:

As per our phone conversation, I am writing you to request the potential for an occasional drop-off zone in front of Gather (139 N Broadway). It would benefit everyone if we didn't have to submit an application for every event and just have a standing approval for the occasional need.

We would need to have around the length of 2 cars in front of our building for drop-off for some of our larger events (i.e. weddings, large corporate events/fundraisers). We have very nice, large signs that were purchased from a traffic cone website that we currently leave in front every time we get approved from the application process. I can send a picture if it helps. Incidentally, my wife and I saw a lot of this style all over downtown Austin.

Please let me know what other pieces of information that you would need to see if we could get on a committee agenda for this solution.

Thank you!

Tommy Everman - Owner
Gather on Broadway

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.3

To hold the request by Ald. Grant to require staff to send a letter to residents who will have financial contribution to projects included in the City's Capital Improvement Program until the next regularly scheduled Improvement and Services Committee meeting.

BACKGROUND

Most projects in the Department of Public Works Capital Improvement Program (CIP) that will result in special assessments are required to hold a public hearing before the project is approved and assessments levied. A public information meeting is held prior to the public hearing, and all properties so affected are notified of both the public information meeting and public hearing by certified letter. Sidewalk installation and repair projects do not have a similar notification period, as the cost to install and repair sidewalk is the responsibility of the property owner, not the City. If the property owner fails to complete the work in the prescribed time period, the City may complete the work and invoice the property owner, in accordance with state statutes. This results not in a special assessment, but rather a charge for services. Council orders the sidewalk improvements by resolution, and property owners are notified after the resolution is passed. Specific to the North Huron Road project, a request for sidewalk study was brought to the Improvement Services Committee on September 9, 2020. Staff completed the sidewalk study and brought the study back to Committee on February 24, 2021. All normal notification procedures for this item were followed. Committee recommended the installation of sidewalk and assessing of all special charges at that meeting, and that action was approved by Common Council on March 2, 2021. As the action was approved by Council, there was no need to hold any public information meetings prior to the project proceeding. The project then followed normal process for sidewalk, having a resolution passed by Common Council on April 18, 2023. Property owners were subsequently notified after the resolution was passed.

RECOMMENDATION

Receive and place on file

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.4

To approve the request by Ald. Grant for the City of Green Bay to complete snow and ice management along North Huron Road for Parcel 21-7923.

BACKGROUND

Sidewalks are being installed along the east side of North Huron Road between Humboldt Road and the STH 54/57 interchange. This sidewalk installation is the result of common council action taken on March 2, 2021. Initially, it was determined that three parcels, 21-7923, 21-7924-1, and 21-8365, would be responsible for the costs to install and maintain the sidewalks. Subsequent investigation has determined that Parcels 21-7924-1 and 21-8365 would not be responsible for the sidewalk installation and maintenance costs. This leaves a single parcel having sidewalk on North Huron Road responsible for snow removal.

City staff already is responsible for snow removal on the sidewalks on the west side of North Huron Road along the same project limits. Staff will now also be responsible for snow removal along the east side of North Huron Road up to the mid-block between Watercrest Drive and Humboldt Road. Using toolcats for snow removal, City staff would have to drive over the sidewalk in question to continue from their snow removal responsibility limit to their next snow removal location. As clearing the snow from the sidewalk along North Huron Road is directly in line with the snow removal pattern, staff would otherwise have to go into North Huron Road or drive over fallen snow, causing removal difficulties for the property owner, and inclusion of this parcel would not result in additional cost nor effort to the City, it is recommended that this request be approved.

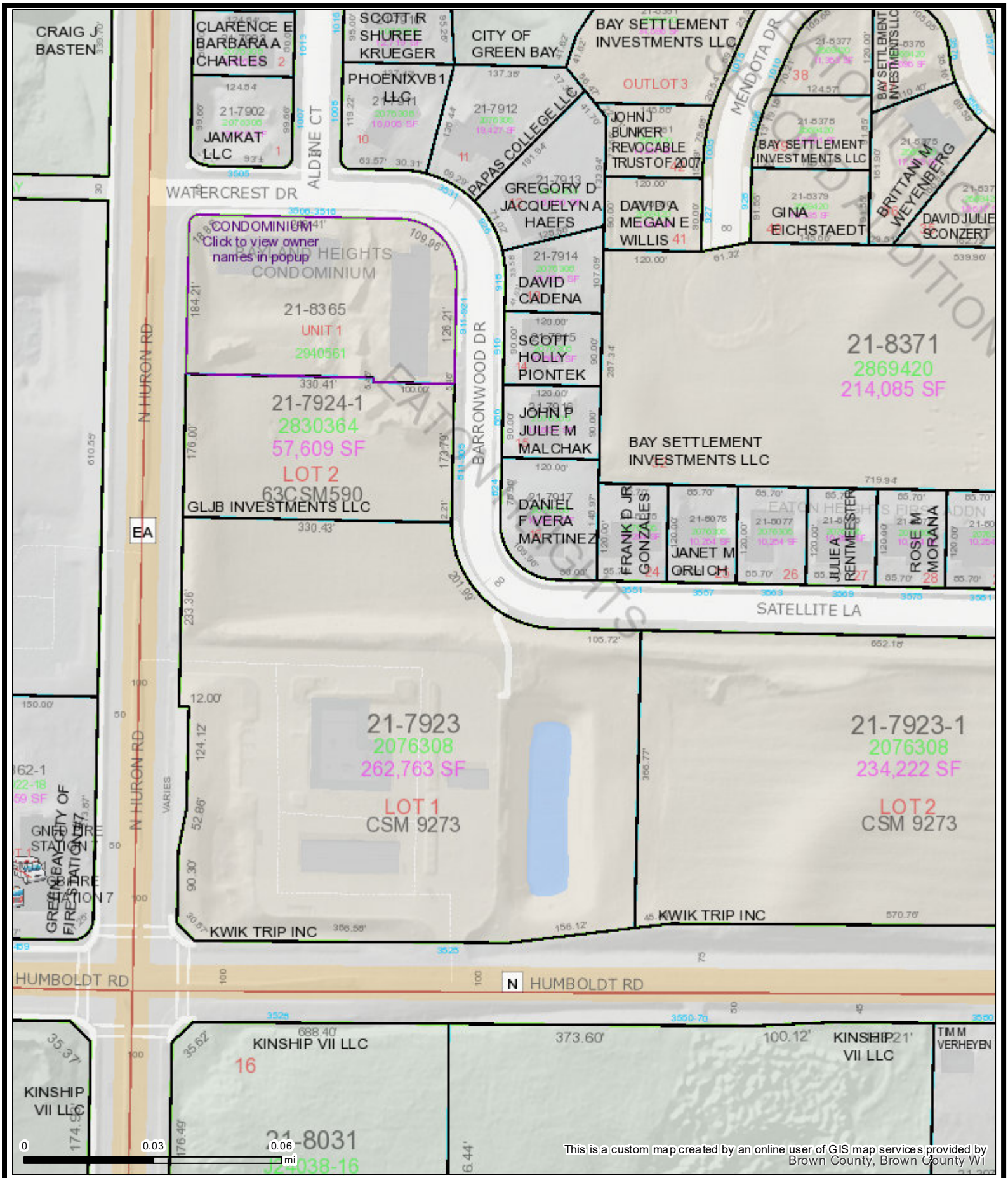
RECOMMENDATION

Approval

FISCAL IMPACT

ATTACHMENTS

1. Parcel 21-7923



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

Parcel 21-7923

Map printed on 7/20/2023

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

Brown County Planning & Land Services
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Report to the
Improvement and Service Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.5

To approve the request by Green Viper LLC to dedicate the watermain on west side of Erie Road that is adjacent to the Condominium Development.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. The Woods Reserves Utility and Roadway Public Watermain

The Woods Reserves

Utility & Roadway

Public Watermain

Map printed on
7/20/2023

1:2,400
1 inch = 200 feet*
1 inch = 0.0379 miles*
*original page size is 11" x 17"
Appropriate format depends on zoom level

A map key/legend is available at tinyurl.com/BrownDogLegend

This is a custom web map created by an online user of the GIS map services provided by the Brown County Wisconsin Planning & Land Services Department

Brown County Planning & Land Services

(920) 448-6480

www.browncountywi.gov

GREEN BAY CITY OF
Baird Creek Parkway
ANDREW JAMES LANGE
ROBERT J DEMUTH
21-26-6
J17002-41
5.833 AC
1080.47' S/L
838.68'
THE WOODS RESERVES CONDOMINIUM
CONDOMINIUM
Click to view owner names in popup
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
UNIT 7
UNIT 9
UNIT 10
ERIE RD
GREEN BAY AREA SCHOOL DISTRICT
0.948
2035.48'TO S/L
950.85'
340.15'
GREEN BAY CITY OF
BALDSCHUN JACK E & CHARLOTTE D REVOCABLE TRUST
21-10-1
J25043-13
5.021 AC
230.00'
460'
950.85'
BALDSCHUN JACK E & CHARLOTTE D REVOCABLE TRUST
21-10-3
1624186
5.021 AC
230.00'
341.76'
983.85'TO S/L
BALDSCHUN JACK E & CHARLOTTE D REVOCABLE TRUST
21-10-2
1678491
5.021 AC
230.00'
983.85'TO S/L
CELINE WAY
DANDY WAY
BUSHWOOD LA
HEAVEN DR
SITKA ST
CROSSWINDS LA
BAYWOOD TRAIL
SITKA ST
JOHN H LYNN R PETERS
JOHN M DIANE L BRESSERS
GREEN VIPER INC
KEVIN SHELLEY SCHURR
GARY I DEBRAD HARRINGTON
PATRICK BARBARA RYAN
CHRISTINE A WILLIQUETTE
KEVIN K STACEY A SEEDORF
BRUCE J COLLEEN A JACOBE
BONNIE M NANCY M LEE
MICHAEL A DIANE K ETHRIDGE
NASH T KRISTIN L SOLI
TOR TONG LOR
KATHERINE DANIEL MERRILL
WAYNE F MARLENE E WHITE
WOODS LAND LLC THE
OUTLOT 2
CSM 9319
21-40-6-3
2945264
201,639 SF
21-8490 THRU 21-8524
UNITS 1-35
3031299
DOVEWOOD TRAIL
QUAILWOOD TRAIL
EAGLEWOOD TRAIL
Unnamed tributary of Baird Creek
OUTLOT 1
CSM 9319
21-40-6-2
2945264
303,364 SF
GREEN VIPER INC
ERIE ROAD DEVELOPMENT LLC
21-10
J14532-18
19.161 AC
12" Watermain Extension
21-40
657R15B
52.692 AC
21-40-2
698R524
58.029 SF
JAMES H BARBARA J METZLER
LOT 1
21-16-1-16
2278579
353,177 SF
LOT 1
61CSM41
OAK PARK PROPERTIES OF GREEN BAY LLC ETAL
ERIE ROAD DEVELOPMENT LLC
0
0.08
0.16
mi
Brown County Municipalities, Brown County, Brown County WI

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.6

To approve the request by Department of Public Works to purchase the following replacement equipment:

a. One 2023 Landing Craft L Series dock and buoy service boat from Workskiff Inc. off GSA Contract #47QSWA18D004E for the purchase price of $303,044.66 which includes delivery and warranty.

b. One 2023 International HV607 tandem axle dump truck chassis from Packer City International off the Sourcewell Contract #0092-NVS for the cost of $122,467.00 which includes delivery, warranty, and driver training.

c. One 14' dump body and hydraulic controls, one 11' reversible poly plow, and one 10' poly patrol wing from Monroe Truck Equipment off the Sourcewell Contract #062222-AEB-1 for the cost of $153,508.00 which includes installation on City-owned chassis, warranty, delivery, and driver training.

BACKGROUND

a. The Department of Public Works Storm Water Utility division is currently utilizing a 1949 flatbottom barge to install, remove and service the City's docks and navigation buoys. The current barge has reached its maximum service life and necessary repairs and safety modifications exceed the value; therefore, a replacement has been approved in the 2023 budget.

b. The Department of Public Works utilizes tandem axle dump trucks for collection of yard waste, hauling construction material and snow fighting operations. The dump body, plow and wing that are mounted on truck 51, a 1996 tandem axle dump truck has reached its maximum service life and the replacement has been approved in the 2023 budget.

c. The Department of Public Works utilizes tandem axle dump trucks for collection of yard waste, hauling construction material and snow fighting operations. Truck 51, a 1996 tandem axle dump truck chassis has reached its maximum service life and the replacement has been approved in the 2023 budget.

RECOMMENDATION

a. To purchase one (1) 2023 Landing Craft L Series dock and buoy service boat from Workskiff INC off GSA contract# 47QSWA18D004E for the purchase price of $303,044.66 which includes delivery

and warranty.

b. To purchase one (1) 14' dump body and hydraulic controls, one (1) 11' reversible poly plow, and one (1) 10' poly patrol wing Monroe Truck Equipment off the Sourcewell contract# 062222-AEB-1 for the cost of $153,508 which includes installation on City owned chassis, warranty, delivery, and driver training.

c. To purchase one (1) 2023 International HV607 tandem axle dump truck chassis from Packer City International off the Sourcewell contract# 00092-NVS for the cost of $122,467 which includes delivery, warranty, and driver training.

FISCAL IMPACT

ATTACHMENTS

1. Dock and buoy service boat quote
2. Tandem axle dump body, plow, wing quote
3. Tanedm axle chassis quote

WORKSKIFF, INC - INVOICE

500 METCALF ST BLD E
SEDRO WOOLEY, WA
98284

Ship To:
GREEN BAY, WI

Bill To:

Requested By: DAVID WIESMAN
Company Name: CITY OF GREENBAY
Quote Number: 28LTT062123
Date: 6/8/2022
Phone Office # 920-492-3751
Phone Mobile #
Email: DAVID.WIESMAN@GREENBAYWI.GOV
Taxable (Y/N) N
Tax Rate 8.60%

GSA **47QSWA18D004E**
Quoted By: Jeff Clark
Quote Expire 30 Days

ROW	Qty	UM	Description	OPTIONS	Unit Price	Total Price
16	1.00	EA	LANDING CRAFT L SERIES - 28'	INCLUDED	$ 295,844.66	$ 295,844.66
17	1.00	EA	D RUBBER FENDER PACKAGE - 3" - 27-28'	INCLUDED		$ -
18	112.00	EA	UHMW FENDER PACKAGE - 3" PER LINEAL FOOT	INCLUDED		$ -
19	1.00	EA	FUEL TANK - 0.190" 5052 - 100 GALLONS	INCLUDED		$ -
20	1.00	EA	T-TOP CONSOLE - 48	INCLUDED		$ -
21	1.00	EA	LEANING BOLSTER SEAT 48"	INCLUDED		$ -
22	1.00	EA	BEACHING PLATE	INCLUDED		$ -
23	6.00	EA	CLEAT - 10" ALUMINUM	INCLUDED		$ -
24	2.00	EA	TRANSOM / TIE DOWN EYE	INCLUDED		$ -
25	1.00	EA	HD BOW EYE - ALUMINUM - 3/4"	INCLUDED		$ -
26	2.00	EA	CONSOLE DOORS - ALUM HD	INCLUDED		$ -
27	3.00	EA	T-BOX DOORS - ALUM HD - FACE MOUNT	INCLUDED		$ -
28	1.00	EA	LADDER MOUNT - UNDER PLATFORM	INCLUDED		$ -
29	1.00	EA	FOOT REST - FIIXED 48	INCLUDED		$ -
30	3.00	EA	BATTERY BRACKET - GROUP 27	INCLUDED		$ -
31	1.00	EA	BATTERY SWITCH PLATE - TWIN	INCLUDED		$ -
32	1.00	EA	FUEL SYS MANIFOLD BKT	INCLUDED		$ -
33	1.00	EA	FUEL FITTING BULKHEAD BKT	INCLUDED		$ -
34	2.00	EA	TRIM TAB BKT	INCLUDED		$ -
35	1.00	EA	ALL ROUND MAST BKT	INCLUDED		$ -
36	2.00	EA	VHF/GPS ANTENNA MOUNT BRACKET	INCLUDED		$ -
37	1.00	EA	WASH DOWN PUMP THRU-HULL PICK UP PIPE	INCLUDED		$ -

WORKSKIFF, INC - INVOICE

500 METCALF ST BLD E

SEDRO WOOLEY, WA

98284

Ship To:

GREEN BAY, WI

38	1.00	EA	7"X12" ALUMINUM HATCH - FRASER BRONZE	INCLUDED	$	-
39	4.00	EA	10"X14" ALUMINUM HATCH - FRASER BRONZE	INCLUDED	$	-
40	2.00	EA	QUICK ACCESS RECTANGULAR LIFT OUT HATCHES 18 X 24 - FREEMAN	INCLUDED	$	-
41	1.00	EA	CRANE FOUNDATION	INCLUDED	$	-
42	2.00	EA	HANDRAILS - 1" CABIN TOP - 60" L X 5" H - 6063	INCLUDED	$	-
43	60.00	FT	TIEDOWN RAILS - 1-1/4" SCHED 40 - 6063 - PER FT	INCLUDED	$	-
44	40.00	GAL	BUILDER'S TRIAL FUEL GAL	INCLUDED	$	-
45	1.00	EA	BUILDER'S TRIAL	INCLUDED	$	-
46	70.00	MILES	BUILDER'S TRIAL TRANPORT - MILES	INCLUDED	$	-
47	10.00	USD	BUILDER'S TRIAL LAUNCH FEES - $USD	INCLUDED	$	-
48	1.00	EA	ENGINE & CONTROLS INSTALLATION - TWIN ENG - 4 STROKE	INCLUDED	$	-
49	3.00	EA	ENGINE OIL - 4 STROKE - PER GALLON	INCLUDED	$	-
50	1.00	EA	STAINLESS STEEL 3 BLADE PROPELLER RH - W/HUB KIT	INCLUDED	$	-
51	1.00	EA	STAINLESS STEEL 3 BLADE PROPELLER LH - W/HUB KIT	INCLUDED	$	-
52	1.00	EA	MERCURY TWIN ENGINE DIGITAL INSTRUMENT & CONTROL KIT - MECHANICAL	INCLUDED	$	-
53	1.00	EA	150XL SEAPRO/ GOVT.	INCLUDED	$	-
54	1.00	EA	150CXL SEAPRO/ GOVT.	INCLUDED	$	-
55	1.00	EA	CONSOLE - C-CMDR-L-B SERIES - TWIN ENGINE BATTERY SYSTEM - 3 BATTERY STANDARD ELECTRICAL SYS	INCLUDED	$	-
56	1.00	EA	ELCI 120V AC WITH MAIN 30 A + 1 15A BRKR SURFACE MOUNT BOX (CONSOLE-TTOP)	INCLUDED	$	-
57	1.00	EA	SHORE POWER 120 VAC SYSTEM - CABIN	INCLUDED	$	-
58	1.00	EA	SHORE PWR CORD - 30 AMP - 50'	INCLUDED	$	-
59	1.00	EA	GARMIN GPSMAP 743xsv	INCLUDED	$	-
60	1.00	EA	GARMIN 24Xd GPS RECEIVER (N2K) - ANTENNA & MOUNT	INCLUDED	$	-
61	1.00	EA	SS60 THRU HULL DEPTH & TEMP TRANSDUCER 0 DEGREE - USE GPSMAP 5X7/8X0/10X0 SERIES	INCLUDED	$	-
62	1.00	EA	HYDRAULIC OUTBOARD STEERING1.7 C/I TILT SYSTEM - TWIN	INCLUDED	$	-
63	1.00	EA	TWIN ENGINE TWIN TANK FUEL SYS - DIURNAL	INCLUDED	$	-
64	1.00	EA	IMTRA BOW PKG 88 LB THRUST	INCLUDED	$	-
65	1.00	EA	BILGE SWITCH - BLUE SEAS	INCLUDED	$	-

WORKSKIFF, INC - INVOICE

500 METCALF ST BLD E

SEDRO WOOLEY, WA

98284

Ship To:

GREEN BAY, WI

66	2.00	EA	BILGE PUMP SYSTEM W/FLOAT SWITCH - 2000 GPH	INCLUDED	$	-
67	1.00	EA	HIGH WATER BILGE ALARM - 2 COMPARTMENTS	INCLUDED	$	-
68	1.00	EA	IN-LINE BLOWER RUL 240 CFM	INCLUDED	$	-
69	1.00	EA	WASH DOWN PUMP, 25' HOSE & NOZZLE - 5 GPM	INCLUDED	$	-
70	1.00	EA	AUTO CRANE 4K LB HYDRAULIC EHC4 CRANE 16' NEXSTAR WIRELESS	INCLUDED	$	-
71	1.00	EA	HYDRAULIC POWER PACK 11GPM 13.0HP HONDA - ELEC	INCLUDED	$	-
72	1.00	EA	TRIM TABS - ELECTRIC 26' - 36' BOAT 12" X 18"	INCLUDED	$	-
73	1.00	EA	TRIM TABS - ELECTRIC ACTUATOR HARNESS EXT 20'	INCLUDED	$	-
74	1.00	EA	WINDLINE UNDER PLATFORM TELE LADDER - 4XB	INCLUDED	$	-
75	2.00	EA	ALUMINUM ANODE	INCLUDED	$	-
76	1.00	EA	LANDING CRAFT SERIES - HULL HARDWARE - SELECT WINCH	INCLUDED	$	-
77	1.00	EA	LANDING CRAFT COMBINATION ELECTRIC & MANUAL BOW DOOR WINCH - AMSTEEL ROPE	INCLUDED	$	-
78	1.00	EA	T-TOP HARDWARE PACKAGE	INCLUDED	$	-
79	1.00	EA	DECK SEAT & STORAGE LOCKER 24" - 48"- HARDWARE	INCLUDED	$	-
80	1.00	EA	LEANING BOLSTER SEAT CUSHION - 48"	INCLUDED	$	-
81	1.00	EA	BACK REST SEAT CUSHION - 48" - SOLID BACK	INCLUDED	$	-
82	1.00	EA	DECK SEAT V CUSHION - 48" - MESH BACK	INCLUDED	$	-
83	3.50	EA	NONSKID ON DECK - PER 100' SQ (ROUND TO NEAREST 0.25)	INCLUDED	$	-
84	1.00	EA	ENGRAVED PLASTIC LABELS - BUILDER'S INFORMATION BLACK	INCLUDED	$	-
85	1.00	EA	ENGRAVED PLASTIC LABELS - SHORE POWER INSTRUCTIONS YELLOW	INCLUDED	$	-
86	1.00	EA	ENGRAVED ALUMINUM LABELS WASHDOWN SEACOCK OPERATION BLACK	INCLUDED	$	-
87	1.00	EA	ENGRAVED ALUMINUM LABELS - FUEL MANIFOLD OPERATION BLACK	INCLUDED	$	-
88	1.00	EA	ENGRAVED ALUMINUM LABELS - BUILDER'S PLAQUE BLACK	INCLUDED	$	-
89	1.00	EA	ENGRAVED ALUMINUM LABELS - FUEL RED	INCLUDED	$	-
90	1.00	EA	ENGRAVED ALUMINUM LABELS - BATTERY SWITCH STARBOARD ENGINE	INCLUDED	$	-
91	1.00	EA	ENGRAVED ALUMINUM LABELS - BATTERY SWITCH PORT ENGINE	INCLUDED	$	-
92	1.00	EA	ENGRAVED ALUMINUM LABELS - BATTERY SWITCH HOUSE	INCLUDED	$	-
93	3.00	EA	5/8" X 35' BLACK DOCK LINE	INCLUDED	$	-

WORKSKIFF, INC - INVOICE

500 METCALF ST BLD E

SEDRO WOOLEY, WA

98284

Ship To:

GREEN BAY, WI

94		3.00	EA	FENDER-POLYFORM G4 BUMPERS W/WHIPS - 6.5" X 23" - BLACK	INCLUDED		$ -
95		1.00	EA	TUFF - GALVANIZED TRAILER - 13000 LBS. - 28-33 FT - TRPL AXLE TORSION TIRE SIZE - ST225/75R15D-DISC BRAKES	INCLUDED		$ -
96		1.00	EA	BOW STOP TRAILER LADDER	INCLUDED		$ -
97		1.00	EA	V BLOCK	INCLUDED		$ -
98		1.00	PKG	LABOR - ENGINEERING - STABILITY	INCLUDED		$ -
171	X					Subtotal	$ 295,844.66
172	X					Ship & Handle	$ 7,200.00
173	X					Sales Tax	$ -
174	X					Total	$ 303,044.66
175	X						
176	**X**			**ACCEPTANCE OF QUOTE**			
177	X			The above prices, specifications and conditions are satisfactory and herby accepted.			
178	X			**3.0% Charge for Credit Card Payments**			
179	X			**Signature:**			
181	X						
182	X			**Date of Acceptance:**			
183	X						

1151 W Main Avenue
DePere, WI 54115
Sales Rep: Troy Redfearn
Ph: (920) 360-4446
www.MonroeTruck.com

J.O. #

Quotation ID: 2MAW003297
Date: 5/25/2023
Valid thru: 6/25/2023
Terms: NET 30
Quoted by: Mark Woelfel
Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:
GREEN BAY,CITY (OPERATION DIV) (ATTN:)
519 S. ONEIDA ST.
GREEN BAY, WI 54303
Ph: 920-492-3751 **/ Fax:** 920-492-3747
Email:

Chassis Information

Year: *2023*	***Make:*** *WESTERN STAR*		***Model:*** *4700*		***Chassis Color:***	***Cab Type:*** *REGULAR*
Single/Dual: *DRW*	***CA:*** *N/A*	***CT:*** *120.0*	***Wheelbase:*** *?*	***Engine:*** *DIESEL*	***F.O. Number #:***	***Vin:***

Notes: ** Due to current Market Conditions, if the Chassis will not be on-ground at Monroe Truck Equipment within 240 calendar days of order date, we will require a minimum 50% down payment before the 210th day. If you are not able to provide a down payment, your Municipality could be subject to a Minimum of 3% - 5% price increase on bid price at time of invoice!

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
14' CRYSTEEL STAINLESS STEEL DUMP BODY	
- 87" ID 96" OD WIDTH	
- 60" 7 GA STAINLESS STEEL FRONT	
- 52" 7 GA STAINLESS STEEL STRAIGHT SIDES	
- SINGLE PANEL W/RUBRAIL/PRESSED HORIZONTAL SIDES	
* CHANNEL WELDED ALONG DRIVER'S SIDE RUBRAIL	
- 2" SIDE TO FLOOR RADIUS	
- STAINLESS STEEL REAR PILLAR POST / PILLAR CAP / RUBRAIL	
- 52" 1/4" AR450 REAR	
- 1/4" AR450 150,000 PSI YIELD STEEL FLOOR	
- 1/4 A1011 STEEL FRAME MATERIAL	
- 8" WESTERN TUBULAR FRAME STYLE	
- AIR TAILGATE RELEASE	
- 2.5" FULL RIB TAILGATE	
- (3) OVAL CUT-OUTS IN REAR PILLAR	
- FMVSS108 LIGHTS AND REFLECTORS	
- MUDFLAPS FORWARD OF DRIVE TIRES	
- BARE STAINLESS STEEL FINISH (NOT PAINTED)	
ADDITIONAL LARGE DUMP BODY OPTIONS:	
- ELECTRIC BACK-UP ALARM, 97DB	
- 1/2 X 10 GA. X 78" CAB SHIELD 100% WELDED; STAINLESS STEEL	
- 2- D RINGS WELD ON INSIDE OF TAILGATE	
- STAINLESS STEEL FLAT BAR, SINGLE RUNG STEP BELOW RUBRAIL; DRIVER FRONT	
- (3) STAINLESS STEEL FLAT BAR STEPS, DRIVER FRONT	
- DUMP BODY VIBRATOR - ELECTRIC - INSTALLED	
- 1/2" x 120" x 14' DURAPRO LINER W/ BULKHEAD LINED 18" HIGH	
- STAINLESS STEEL LEP AND COVER STRIP, WELDED	
MARATHON M63138 SA HOIST	
- INVERTED TELESCOPIC HOIST	
- GREASEABLE REAR HINGE	
- DUAL STAINLESS STEEL SAFETY PROPS	
- BODY UP LIGHT MOUNTED IN SPREADER CONTROLLER	
PINTLE MOUNT; 1" PLATE WITH 3/4" D-RINGS	
- 30 TON PINTLE HOOK	
- EXTRA SET OF HOLES FOR ADJUSTMENT	
- 7-WAY RV TRAILER PLUG	
- ELECTRIC BRAKE CONTROLL	

Description	Amount

- PLUMB FACTORY AIR/ELECTRICAL TO REAR

AERO 575 TARP SYSTEM
- 84" ASHPHALT TARP
- ALUM TARP ARMS
- TENSION BOW
- FULL ALUM ENCLOSURE
- ELECTRIC MOTOR
- SIDE MOUNT SPRINGS

MTE MC7090 TRUCK PORTION PLOW HITCH
- OFF-SET FOLDING LIFT ARM
- LOW-PROFILE
- POSITIVE TWO POINT LATCH SYSTEM
- NON-TILTING HITCH
- ADJUSTABLE LIFT ARM
- POWDER COAT BLACK
* CYLINDER; 4X10 DA; NITRIDED ROD
* RE-INSTALL SUPPLIED BUMPER

MONROE TORSION TRIP EDGE "J" STYLE REVERSIBLE PLOW
- MPPJ45R11-ISTT
- 3/8" POLYMER MOLDBOARD WITH INTEGRAL SHIELD
- (10) 1/2" ONE-PIECE FLAME CUT RIBS
- 2" X 3" X 3/8" TOP ANGLE
- 4" X 4" X 3/4" BOTTOM ANGLE
- (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP
- 4" X 4" X 3/8" CROSS-TUBE SUPPORT
- 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE
- (2) 3" X 10" DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE
- BUILT-IN MONROE LEVEL LIFT ASSEMBLY
- MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED
- ORANGE POLY MOLDBOARD
- PUSH FRAME POWDER COATED BLACK
- CARBIDE W/ COVER BLADE CUTTING EDGE
* SCREW ADJUSTABLE PARK JACK; INSTALLED
* MONROE MC6000 QUICK HITCH; PLOW PORTION
* 11' RUBBER SNOW DEFLECTOR, 12", INSTALLED

MONROE 10' DFPW HD DOUBLE FUNCTION PATROL WING
- TRIP EDGE DESIGN
- RIGHT SIDE MOUNT
* PARA-GLIDE FRONT POST
* SINGLE HYD. EXTENDIBLE PUSHARM
- 4" X 6" REAR MOUNTED CROSS TUBE
* ORANGE POLY MOLDBOARD
- WING STOP
- HARDWARE POWDER COATED BLACK
* CARBIDE CUTTING EDGE KIT, 3 SECTION
* WING SIDE AIR BAG
* WING MIRROR MOUNTED ON PLOW LIGHT BRACKET
* SINGLE WING MARKER ON TOE END OF WING

MTE CUSTOM HYDRAULICS - ELECTRIC, FORCE AMERICA
- FILTER, HIGH PRESSURE, PARKER; INSTL
- HOT SHIFT PTO W/ 5.6 CU IN LOADSENSE PUMP CUBIC INCH FRONT MOUNT PUMP
- TANK, 30 GAL. STD., FRAME MOUNT, W/FILTRATION, STAINLESS STEEL; INSTL
- VALVE AND ENCLOSURE, FRAME MOUNTED, STAINLESS STEEL
- HYDRAULIC HOSES & FITTINGS FOR SPREADER/PRE-WET/ANTI-ICE/SPARE
- CUSTOM MANIFOLD FOR SPREADER/PRE-WET/ANTI-ICE
- SUPPLY AND INSTALL SEQUENCE VALVES
- FORCE I-GRIP JOYSTICK AND CONSOLE UNITS, CLOSED LOOP AUGER/PRE-WET
- FORCE 6100 GROUND-BASED CLOSED-LOOP SPREADER CONTROL
- PRECISE WIRELESS ROAD TEMP
- STAINLESS STEEL COUPLERS, PLOW ANGLE, WING HEEL, WING HYD PUSHARM, AUGER, SPINNER, PRE-WET

LIGHTING:

Description	Amount
- LED ABL PLOW LIGHTS MOUNTED ON S/S HOOD MOUNTED BRACKETS - LED S/T/T LIGHTS MOUNTED IN REAR POSTS AND LIGHT BOXES BELOW REAR BOLSTER - DOUBLE STAINLESS STEEL LIGHT BOXES UNDER REAR BOSTER OF BODY - SINGLE STAINLESS STEEL LIGHT BOXES MID BODY - CLEAR WING LIGHT - CUSTOM WIRING TO BACK OF CAB FOR CUSTOMER INSTALLED STROBES - REAR POST, MID BODY LIGHT BOXES, REAR OF BODY BOXES, AND BODY BUILDER BOX TO REAR OF CAB (S/T/T & REVERSE)	

Sourcewell Contract number 062222-AEB-1

Quote Total: $153,508.00

***Due to current market conditions, pricing is subject to change at time of upfit.*

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units)**:**	☐ Fleet	☐ Retail	**Customer P.O. Number:**	**Dealer Code:**	**Sourcewell Member Number:**
MSO/MCO (ONLY check if legally required)**:**	☐ MCO	☐ MSO			
Customer Signature:				**Date of Acceptance:**	

Sourcewell Awarded Contract
Contract # 060920-NVS

International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

	PROPOSAL PREPARED FOR:	PROPOSAL PREPARED BY:
Sourcewell Member:	City of Green Bay Public Works	Packer City Int'l Trucks
Contact:	Nathan W.	Mark W.
Address:	100 North Jefferson Street	1695 east Green Bay St
City/State/Zip:	Green Bay, Wi 54301	Shawano, WI 54166
Phone:	920-492-3751	920-621-4085
Email:	nathan.wachtendonk@greenbaywi.gov	mwinkler@pcitrucks.cm

Proposal Number	13388-01
Date	6/26/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis				
New International HV607 6x4			$	99,898.00
	Base Chassis List	$ 99,898.00		
	Options List	$ -	$	22,569.00
	Sourcewell Contract Discount			
	Volume Incentive		$	-
	Material - Price Increases			
	Net Sourcewell Chassis Price			$122,467.00
Sourcewell Partner Body				
			$	-
Handling Fee		4.00%	$	-
Non-Sourcewell Dealer Supplied Body				
			$	-
			$	-
Handling Fee		5.00%	$	-
Additional Post Build Work				
			$	-
			$	-
			$	-
Handling Fee		5.00%	$	-
Tire Surcharges per tire by brand or type				
Front Tires X 2			$	-
Rear Tires X the number (4 - 6 - 8 or 12)			$	-
Service Contracts				
			$	-
			$	-
			$	-
Additional Freight				
			$	-
			$	-
Additional Floorplan				
			$	-
			$	-
Additional Fees & Taxes				
			$	-
			$	-
			$	-
Final Sourcewell Customer Price FOB			$	**122,467.00**

Additional Sourcewell Qualified Content	
Customer Parts Credit	$400
Silver Package Award	$1,200

Terms:

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.7

To hold the acceptance of 2023 Downtown Parking Study completed by Desman Parking Consultants until the next regularly scheduled Improvement and Services Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023 Desman parking study recommendation summary
2. 2023 Desman parkign study-FINAL

City of Green Bay Parking System Division
2023 Consultant Parking Study
Summary of Recommendations

(July 2023)

In 2022, Parking Division drafted an RFP for a third party to evaluate Green Bay's parking system and advise with recommendations to continue to provide effective services into the future. Two proposals were submitted, and Desman was selected to perform the study. The final study document was submitted in June of 2023. The study yielded twenty-one (21) recommendations.

Detailed information on each study recommendation is included in the report document. Below is a summary of those recommendations, divided into short-, medium-, and long-term time frames for completion.

SHORT TERM RECOMMENDATIONS (0 to 3 YEARS)

1	Remove On-Street Time Limits and Implement Escalating On-Street Rates (***OR*** Assign 4-Hour Time Limit and Raise Rates for On-Street Spaces)
2	Remove 10-Minute Grace Period for Expired Meters
3	Parking Meters to Allow Digital Payment
4	Eliminate "First 15 Minute Free" Policy
5	Raise Off Street Hourly Parking Rates
6	Raise Off Street Rental Parking Rates (***OR*** Add a Maintenance Surcharge)
7	Raise Lost Spitter Ticket Rates
8	Address Parking Facility Accessibility and Lighting Conditions
9	Extend Parking Enforcement Hours
10	Implement License Plate Recognition (LPR) Enforcement Program
11	Explore Feasibility of Merchant Validation Program
12	Require Privately Owned Parking Facilities to Provide Wayfinding Signing
13	Add Pickup/Dropoff Zones Throughout Downtown

MEDIUM TERM RECOMMENDATIONS

14	Expand Enforcement to Unmetered Areas Using Passport Technology
15	Construct Parking Ramp Adjacent to Broadway
16	Relocate Pearl Street On Street Parking Permits to New Ramp
17	Remove Main Street Ramp
18	Relocate Main Street Ramp Occupants to Pine Street Ramp
19	Improve Pedestrian Access to KI Convention Center

LONG TERM RECOMMENDATIONS (4 TO 10 YEARS)

20	Automate and Digitize Parking System
21	Prepare Facilities for Electric Vehicle Charging Stations

As with past parking studies, Parking Division staff will be evaluating and researching the feasibility of implementing each recommendation noted above. As processes are developed, implementation plans will be brought before Improvements and Services Committed for consideration and possible action.

DOWNTOWN PARKING STUDY

Green Bay, Wisconsin

Prepared by:

DESMAN

Chicago, Illinois
April 2023

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INTRODUCTION

The City of Green Bay has commissioned DESMAN, Inc. to conduct a parking needs and operations assessment for municipal on-street and off-street parking. A similar study was conducted in 2013 to assess the supply, demand, and structural conditions of the parking ramps. This study focuses on policy, technology, and potential garage development sites. Downtown Green Bay offers a mix of commercial, office, retail, government, and residential space. The city is currently responsible for four parking structures and various parking lots located in and outside the downtown. The final report incorporates the summary of existing conditions and recommendations to improve parking operations. Along with understanding future parking needs, the recommendations aim to create a more customer friendly, financially sustainable, and efficient system.

BACKGROUND

DESMAN is a national specialist in parking planning, design, and restoration. We offer a full range of services including Master Planning, Economic Feasibility Studies, Site/Size Selection Analysis, Cost Estimating, Parking Functional Design, Architectural Design, Structural Engineering, Revenue/Access Control System Design, Condition Survey/Due Diligence Studies, and Restoration Engineering. We have been in existence since 1973 and currently operate on a national basis out of nine principal offices. We have a total staff of over 80 people, comprised mostly of Parking Planners, Architects, and Structural Engineers. We have been involved in the planning, design, and restoration of over 5,000 parking projects throughout the United States and abroad. We have a broad range of municipal parking planning with past experience in the City of Green Bay. In addition, our staff has been extensively involved in the development of the ULI Shared Parking methodology.

EXISTING CONDITIONS

Study Area

The study area concentrates on the downtown parking activity both east and west of the Fox River. The area is defined by Mather Street and East River to the north, Mason Street to the south, Quincy Street to the east, and Ashland Avenue to the west. The four city-operated parking ramps and the majority of city-owned surface lots are located within this area. In total, there are 503 on-street metered parking spaces, 1,023 parking spaces within surface lots, and 3,486 parking spaces among the four parking ramps. These spaces include a variety of monthly, leased, and transient parking. **Figure 1** presents a map of the study area and the existing parking facilities within it.

Figure 1: Existing Parking Facilities

Source 1: City of Green Bay ArcGIS Online

ON-STREET PARKING

Most streets within the study area boundary allow on-street parking, meaning drivers can park their vehicles anywhere along the curb with some exceptions. On the east side of the river, the downtown meters are concentrated in the northern half of the study area. There are no on-street meters on the west side of the river, other than in the surface lots. This will become a major topic of discussion as we examine the parking conditions.

Inventory

The City of Green Bay owns and operates 503 on-street meters and 28 reserved permit spaces. All on-street meters operate as single-space meters. The maximum time limits range from 25-minutes to 4-hours. **Table 1** presents the inventory and maximum time limits for on-street meters in study area.

Table 1: On-Street Inventory

Time Limit	Location	Inventory
4-Hour Meter	Washington Street	29
2-Hour Meter	Elm Street	20
	Washington Street	63
	Citydeck Court	5
	Northland Avenue	26
	Adams Street	37
	Pine Street	24
	Doty Street	71
	Jefferson Street	65
	Stuart Street	6
	Madison Street	77
1-Hour Meter	Adams Street	29
	Cherry Street	40
	Jefferson Street	9
25-Minute Meter	N Washington Street	2
Total		**503**
Reserved	Pearl Street	28
Total		**28**

Source 2: City of Green Bay Parking Division

The majority of on-street meters are concentrated between Main Street and Crooks Street. Meters are advantageous to downtown areas by encouraging turnover and increasing revenue. However, turnover is largely dependent on meter time limits and rates, which must have a balance to discourage long-term parkers, such as employees, from occupying on-street spaces instead of utilizing ramps. Meters located in off-street surface lots are included in the off-street parking section of the report.

As presented in Table 1, 394 of the on-street meters have a 2-hour time limit. These meters are located on streets that are heavily zoned for commercial use.

There are 29 4-hour meters concentrated on Washington Street between Doty Street and Stuart Street at angled parking spaces. These are located near a public walkway with pedestrian access to the river. The 4-hour time limit may encourage the use of parks and recreation but may not prevent long-term parkers from occupying the spaces.

The 78 1-hour meters are located near government buildings and the Cherry Street Parking Ramp. There is no clear advantage to having 1-hour meters versus 2-hour meters at these locations. For many patrons, one hour is

too short of a time window to complete errands, visit restaurants or shops, etc.

The two 25-minute meters are located adjacent to restaurants. These meters are likely used for food pick-up. The effectiveness of the one-hour and 25-minute meters are up for discussion.

There are 28 spaces located on Pearl Street are reserved for permit parking. These spaces are not metered, but have instructional signage to designate the spaces for permit use only.

Occupancy

On-site data collection was performed to capture a one-time count of on-street parking occupancy. The count was performed at 1:00PM on Wednesday, February 15th. The time period was purposefully selected to capture the peak parking hour for a representative weekday. The data collection helped determine if the demand for parking exceeded the existing supply. The Pearl Street spaces were not included in the counts.

Table 2: On-Street Occupancy

Time Limit	Location	Inventory	Occupancy
4-Hour Meter	Washington Street	29	0
2-Hour Meter	Elm Street	20	2
	Washington Street	63	43
	Citydeck Court	5	1
	Northland Avenue	26	4
	Adams Street	37	9
	Pine Street	24	3
	Doty Street	71	18
	Jefferson Street	65	25
	Stuart Street	6	0
	Madison Street	77	3
1-Hour Meter	Adams Street	29	11
	Cherry Street	40	15
	Jefferson Street	9	3
25-Minute Meter	N Washington Street	2	0
Total		**503**	**137**
Percent Occupancy			**27%**

Source 3: DESMAN

Parking areas are designed to have some percentage of the parking spaces vacant even during peak demand periods. This concept, known as the *practical capacity*, refers to the operational efficiency of a parking area. Ideally, at least 15% of the parking spaces in a facility would be available to accommodate peak surges of demand. Generally, parking facilities are perceived by its users to be at full operational (effective) capacity when occupancy levels reach 85%. Once this rate is exceeded, potential parkers find it difficult to locate open spaces and are more likely to continue to search for an available space, creating traffic flow problems, frustrating drivers, and ultimately leading them to park elsewhere. **Table 2** presents the parking occupancy for on-street meters.

Evident in Table 2, the on-street demand is incredibly low in comparison to the supply of parking. In total, only 27% of the on-street meters were occupied during the count.

One phenomenon often observed with parking is the number of vehicles parking just outside the metered corridors. At a certain point, to the south and east of downtown Green Bay, on-street parking becomes un-metered. If vehicles are parked in unregulated parking areas just outside of the metered zones, it signals that additional meters are needed for the city to fully capture the on-street parking demand.

The only area where this phenomenon was present is on the south end of the study area beginning at Crooks Street. The east-side boundary was largely vacant. It would be beneficial to regulate and enforce on-street parking all the way to Mason Street on the south end. This will be discussed further in the recommendations section of the report.

Rates

On-street meter rates are priced at $0.95 per hour. Patrons have the option to pay with coins at the meters, or pay through the mobile phone application, Passport. When paying through the Passport app, there is a $0.10 convenience fee charged to the user. The meters do not accept digital forms of payment.

The Pearl Street spaces have no meters. It is a two-hour parking zone with a transient rate of $0.95 per hour. All-day permit parking can be purchased for a monthly fee of $18.30 plus tax. Currently, the spaces are fully rented as permit spaces.

Under specific circumstances, a meter hood permit may be purchased for $10 per day. Meter hood permits are used for utility vehicles, contractors, or any requesting entity intending to occupy the space for one or more days. Customers can purchase meter hoods through the online permit program listed under, *Daily Permit*. If the permit is approved, a Parking Division staff member will place a hood on the meter to prevent the general public from parking there.

Equipment

All on-street meters in the City of Green Bay are single-space meters. There are 503 in operation. The current equipment, the Duncan Series 2100, will soon be replaced by new Duncan Liberty Series meters. Both meters are coin-operated only. **Figure 2** presents the purchase order for phase one of the Duncan Liberty Series meters.

Figure 2: Duncan Liberty Series Purchase Order

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
414-847-3770		27188	208	Becky Maccoux	

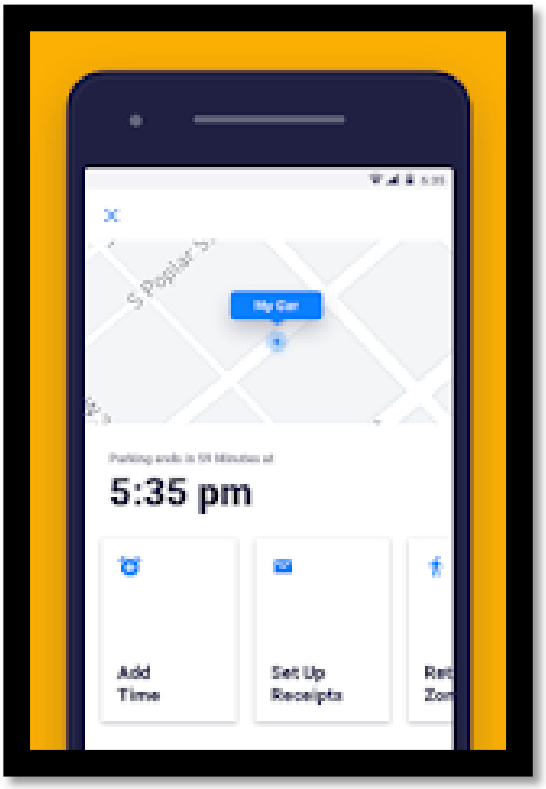
NOTES
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION		QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	LIBERTY NEXT GEN SINGLE SPACE MECHANISM COIN ONLY		252.0000	EACH	$217.0000	$54,684.00
	GL #: 430505 - 55140	$54,684.00				
2	LIBERTY-LNG 3 CELL LI-ION BATTERY ICR18		16.0000	EACH	$59.0000	$944.00
	GL #: 430505 - 55140	$944.00				
3	SINGLE TENERGY LI-ION BATTERY CHARGER		16.0000	EACH	$46.0000	$736.00
	GL #: 430505 - 55140	$736.00				
4	USB SMART CARD READER SCR3310		1.0000	EACH	$75.0000	$75.00
	GL #: 430505 - 55140	$75.00				
5	SOFTWARE-GEM CLUB LOADER		1.0000	EACH	$1,500.0000	$1,500.00
	GL #: 430505 - 55140	$1,500.00				
6	LIBERTY COLLECTION CARD/SMART CARD		5.0000	EACH	$12.0000	$60.00
	GL #: 430505 - 55140	$60.00				
7	REMOTE TRAINING SUPPORT AND CUSTOMER-SPECIFIC METER AND BACK OFFICE CONFIGURATION		1.0000	EACH	$1,500.0000	$1,500.00
	GL #: 430505 - 55140	$1,500.00				
8	FREIGHT & HANDLING		1.0000	EACH	$3,470.0000	$3,470.00
	GL #: 430505 - 55140	$3,470.00				

Source 4: City of Green Bay Parking Division

As mentioned previously, the meters do not allow for digital payments. Patrons can pay digitally through the Passport mobile application, which allows secure payments for metered parking using a debit or credit card. The app allows users to monitor their session, extend parking remotely up to the maximum allotted time, and view all parking history. Passport is an extremely valuable tool for the Parking Division. It is expected that within the parking industry, Passport and other similar payment systems will become more prevalent with time.

The new Duncan meters will initially lighten meter maintenance duties. However, single-space meters generally require a significant amount of time, money, and attention to stay in working condition. In comparison to multi-space pay stations and digital payments, single-space meter coin collection is a manual process. A Parking Division staff member must perform periodic coin collections. This process is unsecure, tedious, and inefficient.



Multi-space pay stations offer an advantage over single-space meters despite higher capital costs. Multi-space pay stations cover up to eight parking spaces; for every six to eight single-space meters, there is one multi-space meter. Pay stations also accept digital payments and record license plate information, with the potential to sync with license plate recognition software.

Digital mobile payments, the most efficient method, requires very little effort on the Parking Division's behalf when done through the Passport app. The Passport app allows users to skip the "middle-man" (i.e., the meters) and pay the Parking Division directly, similar to a whole-sale system. As mentioned previously, there is a $0.10 convenience fee charged to the user with every transaction.

Enforcement

Meter rates and time limitations are enforced Monday through Friday from 8:00AM to 6:00PM. Overnight parking is not allowed to accommodate street sweeping, snow plowing, police enforcement, and patrol functions. Parking on Saturdays is enforced from 8:00AM to 4:00PM. Parking on Sundays is not enforced by the Parking Division and is provided at no cost to the user. The Pearl Street spaces are reserved Monday through Friday from 7:00AM to 5:00PM. Although the Police Department does enforce parking seven days per week, it is a low priority function for them.

The current enforcement practices require parking enforcement officers to manually check each meter for expired or unpaid parking. According to the Parking Division, funds were recently approved for License Plate Recognition (LPR) technology that will automate the enforcement efforts. The Roving LPR-equipped city vehicles can detect paid, unpaid, expired, and even stolen vehicles by scanning each license plate as

the enforcement officer drives past. This will benefit the Parking Division by covering more ground with fewer enforcement officers, saving both time and money.

In all but select cities, the state of Wisconsin prohibits the booting and towing of vehicles. Without serious policy reform, there is no immediate solution. The hope is that roving LPR will detect offenders before the situation escalates to a more serious problem.

Signage and Wayfinding

In the downtown area, streets with enforcement or regulations have signage notifying drivers on each block. No particular inefficiencies were identified during the on-site data collection.

Changes Since 2013

Several recommended changes from the 2013 parking study have been implemented with the exception of one key recommendation. The west side of the river, particularly along Broadway, would greatly benefit from on-street meter enforcement. Meter enforcement would encourage customer turnover, generating more revenue for the adjacent merchants and for the city's Parking Division. On-street meter enforcement also incentivizes the use of the off-street parking facilities which are expensive to maintain without proper utilization and payment. This will be discussed further in the recommendations section of the report.

OFF-STREET PARKING

There are several off-street parking facilities located in the study area, however only a selection of these facilities are publicly owned and available. Similar to the on-street circumstances, there is a concentration of public ramps and surface lots on the east side of the river. Off-street parking on the west side in proximity to Broadway is more limited, as will be discussed in the following sections.

Inventory

The City of Green Bay owns and operates 12 surface lots and three of the four parking ramps in the study area. Lot BW, the Library Lot, and River Ramp are privately-owned, but either operated or leased by the Parking Division. **Table 3** presents the inventory and primary use for off-street parking in study area.

Table 3: Off-Street Parking Inventory

Facility	Location	Inventory	Metered Spaces	Notes
Lot A	600 S Adams Street	52	-	Rentals
Adams Street Lot	220 N Adams Street	122	122	2 multi-space meters
Lot B	600 S Broadway (West Side)	93	-	Rentals
Lot BE	540 S Monroe Avenue	30	-	Leased to Howe School
Lot BG	600 S Broadway (East Side)	24	-	-
Lot BW	100 N Pearl Street	118	48	Private lot Managed by Parking Division 48 4-hour meters
Lot CC	100 Crooks Street	15	-	Rentals
Lot CH	100 N Jefferson Street	69	43	Reserved for City Hall staff and municipal vehicles 37 2-hour meters 6 30-minute meters
Lot E	225 S Jefferson Street	98	-	Rentals
Lot F	200 N Chestnut Avenue	212	71	Rentals and leases 62 4-hour meters 9 2-hour meters
Lot G	600 S Jefferson Street	79	-	Rentals
Library Lot	515 Pine Street	38	38	38 2-hour meters
Lot MM	418 N Monroe Avenue	24	-	-
Lot WS	318 S Washington Street	21	-	Vacant
Surface Lot Total		*995*	*322*	-
Cherry Street Ramp	202 Cherry Street	801	-	Open 24/7 Revenue collection Monday-Friday from 6AM-6PM Free parking on weekends and holidays
Main Street Ramp	300 Main Street	681	-	Open 24/7 Revenue collection Monday-Friday from 6AM-6PM Free parking on weekends and holidays
Pine Street Ramp	333 Pine Street	1,843	-	Open 24/7 Revenue collection Monday-Friday from 6AM-6PM Free parking on weekends and holidays
River Ramp	101 Pine Street	161	21	Privately-owned ramp Managed by Parking Division Open 24/7 Revenue collection Monday-Friday from 6AM-6PM Free parking on weekends and holidays
Ramp Total		*3,486*	*21*	-
Off-Street Parking Total		**4,481**	**343**	-

Source 5: City of Green Bay Parking Division

As presented in Table 3, there are 995 spaces in the surface lots and 3,486 spaces in ramps for a total of 4,481 off-street municipal parking spaces within the study area, excluding private facilities. The spaces within these facilities have a variety of primary uses ranging from transient parking, permit parking, meters, and leases.

Occupancy

On-site data collection was performed to capture the peak period for off-street parking occupancy. The counts were performed at 10:00AM and 2:00PM on Wednesday, February 15th. These time periods were purposefully selected to capture the peak parking hour for a representative weekday. The data collection

helped determine if the demand for parking exceeded the existing supply. Similar to the on-street parking section, the practical capacity should not exceed 85% occupancy. **Table 4** presents the actual parking occupancy for off-street facilities.

Table 4: Off-Street Occupancy

Facility	Location	Inventory	Metered Spaces	Occupancy	
				10AM	2PM
Lot A	600 S Adams Street	52	-	67	60
Adams Street Lot	220 N Adams Street	122	122	40	43
Lot B	600 S Broadway (West Side)	93	-	11	9
Lot BE	540 S Monroe Avenue	30	-	56	75
Lot BG	600 S Broadway (East Side)	24	-	6	6
Lot BW	100 N Pearl Street	118	48	83	69
Lot CC	100 Crooks Street	15	-	9	-
Lot CH	100 N Jefferson Street	69	43	43	46
Lot E	225 S Jefferson Street	98	-	37	38
Lot F	200 N Chestnut Avenue	212	71	75	80
Lot G	600 S Jefferson Street	79	-	32	36
Library Lot	515 Pine Street	38	38	9	12
Lot MM	418 N Monroe Avenue	24	-	0	0
Lot WS	318 S Washington Street	21	-	-	-
Surface Lot Total		*995*	*322*	468	474
Cherry Street Ramp	202 Cherry Street	801	-	279	262
Main Street Ramp	300 Main Street	681	-	79	122
Pine Street Ramp	333 Pine Street	1,843	-	628	627
River Ramp	101 Pine Street	161	21	99	86
Ramp Total		*3,486*	*21*	1,085	1,097
Off-Street Parking Total		**4,481**	**343**	**1,553**	**1,571**
Percent Occupancy				**35%**	**35%**

Peak Occupancy

Source 6: DESMAN

Evident in Table 4 and similar to the on-street occupancy data, the demand for off-street parking is incredibly low in comparison to the supply. The peak parking period occurred at 2:00PM when only 35% of the off-street spaces were occupied.

Prior to the COVID-19 pandemic in 2020, parking in downtown Green Bay was more limited in supply. There was a high demand for ramp parking. In the current year with hybrid work models and recovering

downtown businesses, it appears that downtown Green Bay has an over-abundance of off-street parking. The occupancy does not come close to exceeding the 85% practical capacity. This is not a planning flaw, but rather a consequence of pandemic vacancy.

Rates

In an effort to incentivize parking in off-street facilities, the rates for ramps and surface lots are generally priced lower than on-street parking. The hourly rate in the ramps is $0.85 per hour. The surface lots are priced at $0.95 per hour with exception of the Adams Street Lot and Lot PS which are priced at $1.10 per hour.

The ramp monthly rates are set to decrease beginning at 50 spaces and escalating significantly with every 100 spaces purchased. For example, the monthly rate for one space in the Cherry Street Ramp is $80.30. When purchased in bulk, the monthly rate per space can be as low as $36.14 for 1,000 spaces or more. That is a 55% discount. This is an extremely low rate for parking. Although there is not currently an entity renting this many spaces, the volume discount escalates far too quickly. A proposed pricing structure is provided in the recommendations section of the report.

For surface lots, the hourly parking rates range from $0.95 - $1.10. In addition to hourly fees, monthly permits can be purchased individually and/or in-bulk.

Table 5 presents the surface lot permit rates, while **Table 6** presents special permit arrangements that certain entities have with the city. **Table 7** presents ramp permit rates. **Table 8** presents the permit occupancy in each of the facilities, including the entity and the price per permit.

Table 5: Special Arrangement Permit Rates

Facility	Entity	Monthly Group Rate	Notes
HM	Howe/Moravian	$48.70	On-street spaces
J	Main/Irwin	$17.90	-
MR	Hyatt	$20.47	Rate fixed until October 2027 with 20% increase thereafter
PR	Hotel Northland	$36.50	Rate fixed until January 2027 with 10% increase thereafter
Q	520 South Oneida Street	$16.30	Development site

Source 7: City of Green Bay Parking Division

Table 6: Surface Lot Permit Rates

Facility	Location	Hourly Rate	Monthly Individual Rate	Monthly Group Rate	Notes
Lot A	600 S Adams Street	$0.95	-	$17.90	Tax-exempt
Adams Street Lot	220 N Adams Street	$1.10	-	-	-
Lot B	600 S Broadway (West Side)	$0.95	$18.20	$18.20	-
Lot BE	540 S Monroe Avenue	$0.95	-	$12.00	Tax-exempt
Lot BG	600 S Broadway (East Side)	$0.95	-	$9.60	-
Lot BW	100 N Pearl Street	$1.10	$48.70	-	-
Lot CC	100 Crooks Street	$0.95	-	$48.70	-
Lot CH	100 N Jefferson Street	$0.95	-	-	-
Lot E	225 S Jefferson Street	$0.95	$48.70	E1: $48.70	Tax-exempt
				E2: $48.70	-
				E3: $48.70	Tax-exempt
Lot F	200 N Chestnut Avenue	$0.95	$34.80	F1: $23.10	-
				F2: $34.80	-
				F3: $28.60	-
Lot G	600 S Jefferson Street	$0.95	-	$17.90	Tax-exempt
Library Lot	515 Pine Street	$0.95	-	-	-
Lot MM	418 N Monroe Avenue	$0.95	$48.70	-	-
Lot WS	318 S Washington Street	$0.95	-	$48.70	Currently not rented

Source 8: City of Green Bay Parking Division

Table 7: Ramp Permit Rates

Facility	Location/Quantity	Hourly Rate	Monthly Rate	Notes
Cherry Street Ramp	Transient/General Public	$0.85	$80.30	-
	Roof	-	$58.50	Pre-2007 patrons
	Enclosure	-	$61.60	-
	0-49 Stalls	-	$80.30	100% rate
	50-100 Stalls	-	$76.29	95% rate
	101-200 Stalls	-	$72.27	90% rate
	201-300 Stalls	-	$68.26	85% rate
	301-400 Stalls	-	$64.24	80% rate
	401-500 Stalls	-	$60.23	75% rate
	501-600 Stalls	-	$56.21	70% rate
	601-700 Stalls	-	$52.20	65% rate
	701-800 Stalls	-	$48.18	60% rate
Main Street Ramp	Transient/General Public	$0.85	$69.90	-
	Roof	-	$50.90	Pre-2007 patrons
	0-49 Stalls	-	$69.90	100% rate
	50-100 Stalls	-	$66.41	95% rate
	101-200 Stalls	-	$62.91	90% rate
	201-300 Stalls	-	$59.42	85% rate
	301-400 Stalls	-	$55.92	80% rate
	401-500 Stalls	-	$52.43	75% rate
	501-600 Stalls	-	$48.93	70% rate
	601-700 Stalls	-	$45.44	65% rate
Pine Street Ramp	Transient/General Public	$0.85	-	-
	Roof		$50.90	Pre-2007 patrons
	0-49 Stalls		$69.90	100% rate
	50-100 Stalls		$66.41	95% rate
	101-200 Stalls		$62.91	90% rate
	201-300 Stalls		$59.42	85% rate
	301-400 Stalls		$55.92	80% rate
	401-500 Stalls		$52.43	75% rate
	501-600 Stalls		$48.93	70% rate
	601-700 Stalls		$45.44	65% rate
	701-800 Stalls		$41.94	60% rate
	801-900 Stalls		$38.45	55% rate
	901-1000 Stalls		$34.95	50% rate
	>1000 Stalls		$31.46	45% rate
River Ramp	Transient/General Public	$1.10	-	-
	0-49 Stalls	-	$80.30	100% rate
	50-100 Stalls	-	$76.29	95% rate
	101-200 Stalls	-	$72.27	90% rate

Source 9: City of Green Bay Parking Division

Table 8: Permit Occupancy Data

Facility	Entity	Permits	Monthly Rate
Lot A	Bellin Memorial Hospital	52	$17.90
Lot B	Thought, LLC	11	$18.20
Lot BE	Board of Education	30	$12.00
Lot BG	Chefbop LLC & Rum Runners	24	$9.60
Lot CC	Smet/Washington Street Depot	15	$48.70
Lot E	BC Sheriff Dept. Non-Super Labor Assoc,	14	$48.70
	Jefferson Court	31	$48.70
Lot F	On Broadway, Inc.	81	$23.10
	Miscellaneous	31	$34.80
	Platten Place Building (Goldfinch Management)	38	$28.60
Lot G	Bellin Memorial Hospital	79	$17.90
Lot HM	-	0	$48.70
Lot MM	-	0	$48.70
Lot PS	Kieddinger/154 N Broadway, LLC	28	$18.30
Lot WS	-	0	$48.70
Surface Lot Total		*434*	*$10,606.60*
Cherry Street Ramp	Individuals	101	$76.40
	Brown County	2	$76.40
	Capital Credit Union	4	$76.40
	Digi-Copy	4	$76.40
	Girl Scouts	1	$55.70
	ISG	56	$76.40
	Nicolet National Bank	86	$76.40
	Nicolet Joint Ventures	144	$68.76
	SRG	9	$76.40
	Dumpster Alley	1	$61.60
Main Street Ramp	Individuals	7	$66.50
	Associated Bank	201	$57.85
	Hyatt Hotel	108	$20.47
Pine Street Ramp	Individuals	79	$66.50
	Berner-Schober	53	$48.40
	Brown County	2	$60.80
	Bug Tussel	59	$66.50
	Dental Associates	47	$63.18
	Hotel Northland	2	$66.50
	Schreiber Foods	625	$43.23
	YMCA	34	$66.50
Ramp Total		*1,625*	*$88,585.66*
Total		**2,059**	**$99,192.26**

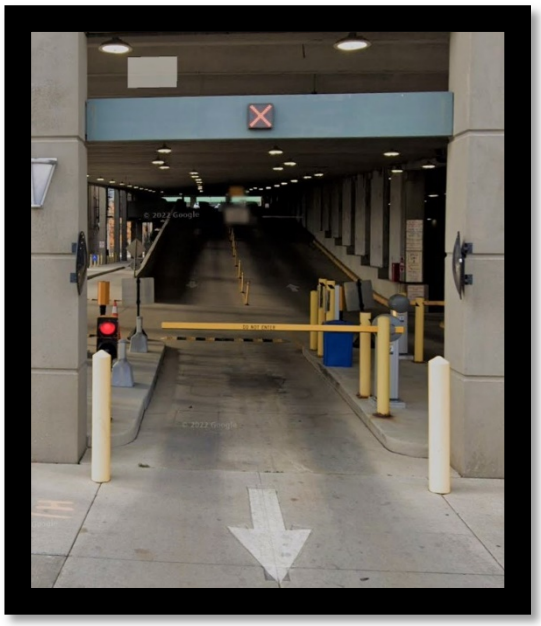
Note: The total revenue represents the permit revenue per month. The annual permit revenue is twelve times the amount shown in the table.

Source 10: City of Green Bay Parking Division

Equipment

Parking Access and Revenue Control Systems (PARCS) are used to control access to parking facilities. In 2017, the Parking Division upgraded the existing PARCS equipment through SKIDATA in the Main Street Ramp, Pine Street Ramp, and Cherry Street Ramp. Equipment includes:

- 10 Lite.Gate entry stations
- 8 Lite.Gate exit stations
- 6 Easy.Cash pay stations
- 18 Barrier.Gate stations
- Skidata PA-DSS 3.0 compliant Parking.Logic software



The SKIDATA equipment processes credit cards and permits, but does not communicate with the Passport app. For this reason, all permit processing must be done manually either by the Parking Division or by the purchasing institution.

The Adams Street Lot is the only facility that is managed using two multi-space pay stations. The pay stations are T2-Luke II-100B purchased from the City of Appleton in 2014. This equipment accepts digital payment methods. As an alternative, Passport is available for payment.

Enforcement

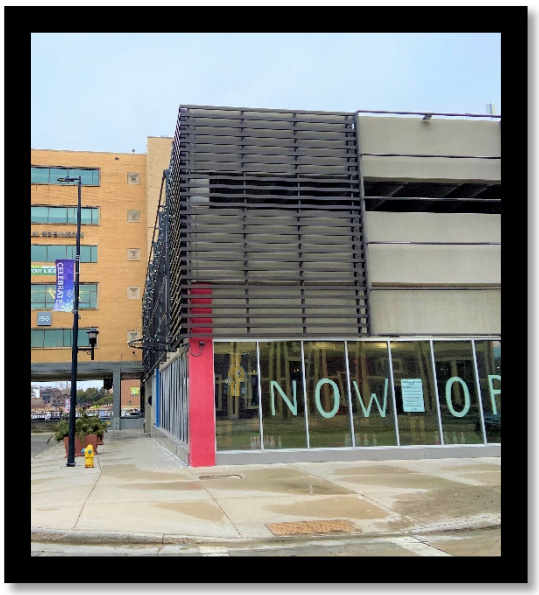
Ramp rates are enforced Monday through Friday from 6:00AM to 6:00PM. Surface lot rates are enforced 8:00AM-6:00PM. Overnight parking is allowed in the ramps, but not in the surface lots. Parking on the weekends is not enforced and is provided at no cost to the user.

Enforcement is a simpler process due to the nature of off-street parking facilities. The PARCS equipment, mentioned in the previous section, ensures that all vehicles pay in some form. In facilities without PARCS equipment, such as the River Ramp and most surface lots, parking enforcement officers are required to manually check each vehicle in a similar manner to on-street parking. The implementation of roving LPR will improve enforcement efforts for the Parking Division, both on- and off-street. Booting and towing is not an option for vehicles parking in off-street facilities, but LPR should help mitigate the situation.

Signage and Wayfinding

DESMAN took notice of municipal parking signage directing drivers to the Main Street, Pine Street, and Cherry Street ramps. Parking signage was sufficient with the exception of one facility: the River Ramp. Both first-hand experience from data collection and feedback from stakeholders revealed that the River Ramp lacks signage to identify the structure and its entry/exit. The photo on the right shows the façade of the River Ramp from an on-street view. The ramp lacks a way for drivers to quickly identify the ramp and parking entrance when driving on Washington Street.

The issue with the River Ramp signage is that it is not a publicly-owned facility and therefore, the Parking Division does not provide directional signage. The owners of the facility, Foxconn, would need to provide signage for the ramp. The following section will go into detail on the terms of the River Ramp agreement.



River Ramp Agreement

As mentioned previously, the River Ramp is a privately-owned facility. It was built as part of the re-purposing efforts of the Watermark Building in 2011. Both the building and parking ramp are owned by FEWI (Foxconn). The development agreement requires the Parking Division to manage the ramp for a minimal fee of $10,000 annually. It also requires the city to pay taxes of greater than $50,000 on the ramp, to pay condo fees on the ramp parking spaces, and does not provide an exit strategy. The terms of the agreement are unpopular among the Parking Division due to the losing financial proposition.

The River Ramp is not intended for public parking. Rather, it was built to accommodate parking for residents and visitors of the Watermark Building. For this reason, there is no public directional signage because the Parking Division provides directional signage only for public parking facilities. While there are public parking meters in the ramp intended for public use, it is not a public parking facility. It is a privately-owned ramp that Parking Division is required to manage for the owner at a financial loss.

Even though this facility is privately-owned, it is still difficult for drivers to locate the parking ramp entrance. The recommendations discuss a solution to the lack of signage at private facilities.

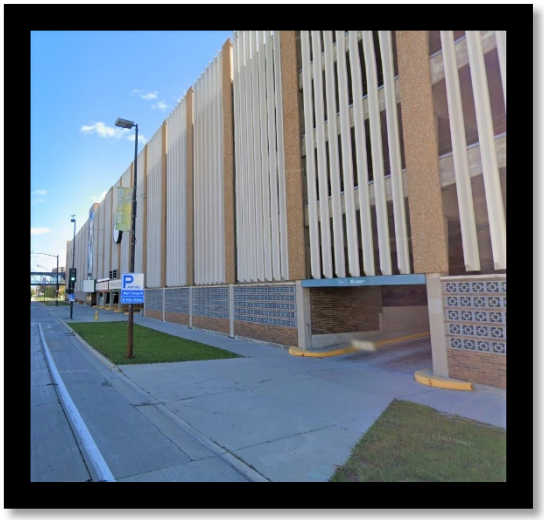
Lot BW Agreement

Lot BW is a 118-stall surface lot owned by Pete's Annex, LLC. The lot contains a combination of public metered spaces, employee spaces, business guest spaces, and permit spaces. An agreement between the City of Green Bay and Pete's Annex was formalized in 2018 to authorize the city to install signage and meters, maintain pavement markings, perform sweeping and plowing duties, perform landscaping maintenance, provide parking enforcement, and provide permit parking administration services to the owner. The owner is responsible for construction and repairs to the facility. Although the owner sets parking rates and operational hours, the city can advise the owner of market rate trends and parking industry practices. The agreement expires in December 2023, however there is an option to extend it. There does not appear to be issues with the arrangement at this time.

Main Street Ramp Agreement

Schreiber Foods is a major employer in Green Bay, located directly adjacent to the Main Street Ramp. The city has an agreement with Schreiber Foods that allows them to claim the land that the parking ramp is

currently occupying by the year 2030. If they so choose, the ramp must be removed by the city. This is a likely proposition.



According to the Parking Division, the ramp is in need of major repairs. These repairs will cost millions of dollars. If the ramp is scheduled for removal in the next seven years, it may not be worth investing money into necessary repairs to continue operating. With the Main Street Ramp removal, the area's parking inventory would decrease by 681 spaces. At this time, it is a decrease that the downtown can handle with the current low parking occupancy. A solution will be presented in place of the Main Street Ramp to support KI Convention Center visitors and future development in the area.

Changes Since 2013

Similar to on-street parking, several recommended changes from the 2013 parking study were implemented. The downtown area gained another parking ramp on Washington Street (River Ramp), which increased the parking supply but is intended for users of the Watermark building only. However, parking demand has decreased significantly since the COVID-19 pandemic. Many of the parking issues from 2013 are no longer relevant to the downtown. Rather, new issues such as hybrid work permit parking demand, an over-abundance of parking, revenue loss, and the gig economy present new challenges for the Parking Division. The stakeholder interviews worked to refine these concerns while the recommendations provide solutions for the Parking Division to thrive under the new circumstances.

REVENUE

The parking system must be profitable as a utility since it is not supported by the tax levy. The cost to provide parking is never free to anyone—something the general public often does not realize. In fact, parking can be incredibly expensive, which is why paid parking is a necessity in downtown Green Bay.

The capital costs to build a new parking structure is typically between $25,000 - $30,000 per space, excluding costs to purchase or acquire land. Costs to finance and operate the structure can range from $2,500 - $3,000 per space annually. Surface lots and on-street meters also have capital and operational expenses, so it is important to charge a fair fee when pricing rates.

The Parking Division revenue and expenses from the previous four years are presented in **Table 9**. Due to the COVID-19 pandemic, the revenue in 2019 is often higher than in 2020, 2021, and 2022. This is not a surprising pattern, as parking activity dropped significantly during the pandemic months and was slow to recover.

Table 9: Parking Division Historic Revenue

Meters				
Month	2019	2020	2021	2022
January	$ 26,953	$ 24,115	$ 9,108	$ 11,881
February	$ 22,455	$ 23,403	$ 12,049	$ 20,340
March	$ 24,275	$ 20,987	$ 14,078	$ 22,884
April	$ 28,639	$ 5,711	$ 15,216	$ 21,707
May	$ 31,076	$ 4,529	$ 14,813	$ 20,666
June	$ 28,022	$ 7,586	$ 21,703	$ 24,778
July	$ 31,298	$ 17,052	$ 20,113	$ 23,487
August	$ 28,748	$ 15,861	$ 20,889	$ 27,359
September	$ 23,726	$ 14,685	$ 22,299	$ 21,544
October	$ 31,911	$ 10,890	$ 21,018	$ 21,135
November	$ 24,184	$ 10,428	$ 19,780	$ 23,264
December	$ 24,644	$ 8,071	$ 22,349	$ 16,818
Total	**$ 325,931**	**$ 163,318**	**$ 213,415**	**$ 255,863**

Lot L				
Month	2019	2020	2021	2022
January	$ 1,648	$ 1,466	$ 459	$ -
February	$ 1,733	$ 1,378	$ 567	$ -
March	$ 1,724	$ 1,033	$ 624	$ -
April	$ 1,934	$ 372	$ 553	$ -
May	$ 2,019	$ 9	$ 493	$ -
June	$ 1,733	$ 26	$ 1,002	$ 4,500
July	$ 996	$ 151	$ 950	$ -
August	$ 1,618	$ 366	$ 2,043	$ -
September	$ 1,275	$ 456	$ 919	$ -
October	$ 164	$ 420	$ 837	$ -
November	$ 1,243	$ 407	$ 1,221	$ -
December	$ (114)	$ (370)	$ 1,006	$ 4,500
Total	**$ 15,973**	**$ 5,714**	**$ 10,674**	**$ 9,000**

Parking Lot Ramp				
Month	2019	2020	2021	2022
January	$ 20,624	$ 23,782	$ 10,355	$ 9,873
February	$ 22,720	$ 17,273	$ 13,055	$ 4,654
March	$ 20,015	$ 17,307	$ 12,071	$ 23,143
April	$ 17,843	$ 10,203	$ 15,605	$ 16,959
May	$ 20,339	$ 10,916	$ 8,570	$ 16,949
June	$ 26,588	$ 12,908	$ 24,270	$ 18,110
July	$ 20,766	$ 8,387	$ 10,783	$ 19,454
August	$ 23,888	$ 20,687	$ 24,282	$ 17,200
September	$ 15,217	$ 6,736	$ 16,775	$ 17,502
October	$ 20,021	$ 13,783	$ 14,631	$ 17,306
November	$ 15,339	$ 21,271	$ 13,972	$ 15,577
December	$ 23,444	$ 11,514	$ 19,358	$ 16,084
Total	**$ 246,804**	**$ 174,767**	**$ 183,727**	**$ 192,811**

Cherry Street Ramp				
Month	2019	2020	2021	2022
January	$ 40,514	$ 43,894	$ 17,353	$ 18,841
February	$ 41,212	$ 32,527	$ 27,981	$ 11,272
March	$ 43,535	$ 58,077	$ 28,651	$ 48,031
April	$ 42,827	$ 39,882	$ 24,534	$ 30,447
May	$ 45,529	$ 37,254	$ 13,443	$ 30,556
June	$ 44,011	$ 27,743	$ 39,487	$ 32,018
July	$ 17,543	$ 10,108	$ 16,719	$ 31,775
August	$ 76,583	$ 43,504	$ 39,304	$ 32,759
September	$ 46,377	$ 9,075	$ 26,545	$ 33,172
October	$ 44,624	$ 27,524	$ 30,951	$ 36,817
November	$ 40,868	$ 42,395	$ 26,822	$ 32,691
December	$ 47,578	$ (42,436)	$ 34,898	$ 38,378
Total	**$ 531,201**	**$ 329,547**	**$ 326,688**	**$ 376,757**

Main Street Ramp				
Month	2019	2020	2021	2022
January	$ 3,675	$ 133,281	$ 2,053	$ 2,454
February	$ 5,910	$ 9,609	$ 135,594	$ 139,755
March	$ 133,622	$ 8,715	$ 3,354	$ 6,165
April	$ 12,092	$ 2,406	$ 3,143	$ 4,195
May	$ 9,909	$ 2,312	$ 1,319	$ 5,297
June	$ 13,550	$ 2,394	$ 5,500	$ 5,669
July	$ 6,963	$ 1,061	$ 1,297	$ 6,539
August	$ 7,351	$ 4,330	$ 5,381	$ 4,505
September	$ 5,972	$ 850	$ 3,845	$ 5,478
October	$ 23,339	$ 2,598	$ 10,857	$ 11,758
November	$ 8,370	$ 4,197	$ 5,835	$ 3,245
December	$ 6,983	$ 1,216	$ 3,673	$ 4,198
Total	**$ 237,736**	**$ 172,969**	**$ 181,851**	**$ 199,258**

Pine Street Ramp				
Month	2019	2020	2021	2022
January	$ 60,108	$ 65,376	$ 11,052	$ 26,258
February	$ 59,946	$ 71,219	$ 17,716	$ 38,264
March	$ 66,150	$ 53,381	$ 43,686	$ 114,507
April	$ 68,492	$ 45,543	$ 28,779	$ 49,488
May	$ 65,143	$ 34,318	$ 11,363	$ 53,653
June	$ 68,689	$ 45,187	$ 63,623	$ 65,338
July	$ 46,263	$ 34,814	$ 35,875	$ 59,061
August	$ 97,625	$ 53,418	$ 61,815	$ 58,415
September	$ 72,025	$ 27,755	$ 74,352	$ 62,450
October	$ 74,830	$ 37,105	$ 76,839	$ 56,947
November	$ 71,036	$ 59,153	$ 61,705	$ 55,101
December	$ 82,051	$ 46,369	$ 69,061	$ 76,811
Total	**$ 832,358**	**$ 573,638**	**$ 555,866**	**$ 716,293**

River Ramp				
Month	2019	2020	2021	2022
January	$ 12,937	$ 1,035	$ 682	$ 2,260
February	$ 5,324	$ 1,096	$ 942	$ 4,036
March	$ 5,416	$ 1,061	$ 888	$ 5,019
April	$ 5,682	$ 892	$ 504	$ 3,068
May	$ 5,191	$ 880	$ 535	$ 2,495
June	$ 1,972	$ 902	$ 1,083	$ 2,822
July	$ 1,769	$ 688	$ 769	$ 2,821
August	$ 2,342	$ 1,701	$ 5,087	$ 5,227
September	$ 1,809	$ 898	$ 1,586	$ 2,678
October	$ 1,796	$ 843	$ 1,418	$ 2,680
November	$ 1,927	$ 1,258	$ 2,081	$ 2,547
December	$ 2,164	$ 684	$ 3,230	$ 2,535
Total	**$ 48,329**	**$ 11,938**	**$ 18,805**	**$ 38,188**

Citations				
Month	2019	2020	2021	2022
January	$ 56,899	$ 93,822	$ 14,376	$ 13,396
February	$ 60,396	$ 107,585	$ 87,170	$ 86,909
March	$ 77,600	$ 33,773	$ 78,546	$ 107,171
April	$ 83,266	$ 94,334	$ 121,735	$ 125,428
May	$ 89,750	$ 98,453	$ 99,492	$ 114,268
June	$ 75,990	$ 81,397	$ 91,488	$ 104,915
July	$ 82,755	$ 76,600	$ 95,383	$ 101,060
August	$ 70,668	$ 88,426	$ 92,471	$ 113,508
September	$ 74,600	$ 93,510	$ 98,212	$ 113,086
October	$ 93,870	$ 99,738	$ 90,682	$ 105,282
November	$ 91,372	$ 86,434	$ 92,784	$ 108,979
December	$ 83,094	$ 79,167	$ 158,525	$ 88,127
Total	**$ 940,260**	**$ 1,033,239**	**$ 1,120,864**	**$ 1,182,129**

Table 9 Continued: Parking Division Historic Revenue

Service Charge				
Month	**2019**	**2020**	**2021**	**2022**
January	$ 612	$ -	$ -	$ -
February	$ 504	$ -	$ -	$ -
March	$ 730	$ -	$ -	$ -
April	$ 1,328	$ -	$ -	$ -
May	$ 1,660	$ -	$ -	$ -
June	$ 1,576	$ -	$ -	$ -
July	$ 916	$ -	$ -	$ -
August	$ -	$ -	$ -	$ -
September	$ -	$ -	$ -	$ -
October	$ -	$ -	$ -	$ -
November	$ -	$ -	$ -	$ -
December	$ -	$ -	$ -	$ -
Total	**$ 7,326**	**$ -**	**$ -**	**$ -**

Management Fee				
Month	**2019**	**2020**	**2021**	**2022**
January	$ 11,425	$ 5,833	$ 5,833	$ 5,833
February	$ 4,167	$ 833	$ 833	$ 833
March	$ 4,167	$ 833	$ 833	$ 833
April	$ 9,167	$ 5,833	$ 5,833	$ -
May	$ 4,167	$ 833	$ 833	$ 6,667
June	$ 833	$ 833	$ 833	$ 833
July	$ 833	$ 833	$ 833	$ 5,833
August	$ 5,833	$ 5,833	$ 5,833	$ 833
September	$ 833	$ 833	$ 833	$ 833
October	$ 5,833	$ 833	$ 833	$ 5,833
November	$ 833	$ 5,833	$ 833	$ 833
December	$ 833	$ 837	$ 833	$ 833
Total	**$ 48,924**	**$ 30,000**	**$ 24,996**	**$ 29,997**

Administration Fee				
Month	**2019**	**2020**	**2021**	**2022**
January	$ 620	$ 180	$ 540	$ 60
February	$ 40	$ (20)	$ (80)	$ 20
March	$ 120	$ 40	$ 20	$ 100
April	$ 940	$ 270	$ 60	$ 60
May	$ 180	$ (40)	$ 40	$ 20
June	$ 120	$ 4,820	$ 620	$ -
July	$ 80	$ 20	$ (80)	$ 1,340
August	$ 180	$ -	$ 80	$ 1,740
September	$ 40	$ -	$ 20	$ 100
October	$ 60	$ 80	$ 20	$ 167
November	$ 140	$ 20	$ 100	$ 62
December	$ (60)	$ (190)	$ -	$ 250
Total	**$ 2,460**	**$ 5,180**	**$ 1,340**	**$ 3,919**

Interest				
Month	**2019**	**2020**	**2021**	**2022**
January	$ -	$ 1,037	$ 120	$ 110
February	$ -	$ 980	$ 156	$ 122
March	$ -	$ 1,490	$ 183	$ 191
April	$ -	$ 556	$ 130	$ 307
May	$ -	$ 305	$ 104	$ 425
June	$ -	$ 250	$ 59	$ 925
July	$ -	$ 239	$ 84	$ 2,374
August	$ -	$ 169	$ 38	$ 2,803
September	$ -	$ 142	$ 46	$ 3,170
October	$ -	$ 157	$ 62	$ 4,399
November	$ -	$ 200	$ 75	$ 4,827
December	$ -	$ (75)	$ -	$ (38)
Total	**$ -**	**$ 5,450**	**$ 1,057**	**$ 19,615**

Miscellaneous				
Month	**2019**	**2020**	**2021**	**2022**
January	$ 60	$ -	$ -	$ -
February	$ 60	$ -	$ -	$ -
March	$ 30	$ -	$ -	$ -
April	$ -	$ -	$ -	$ 675
May	$ 60	$ -	$ -	$ -
June	$ -	$ -	$ -	$ -
July	$ -	$ -	$ -	$ -
August	$ -	$ 12	$ -	$ 118
September	$ -	$ -	$ -	$ -
October	$ -	$ -	$ -	$ -
November	$ -	$ -	$ -	$ -
December	$ 1,548	$ -	$ -	$ -
Total	**$ 1,758**	**$ 12**	**$ -**	**$ 793**

	2019	2020	2021	2022
Meters	$ 325,931	$ 163,318	$ 213,415	$ 255,863
Parking Lot	$ 246,804	$ 174,767	$ 183,727	$ 192,811
Lot L	$ 15,973	$ 5,714	$ 10,674	$ 9,000
Cherry Street Ramp	$ 531,201	$ 329,547	$ 326,688	$ 376,757
Main Street Ramp	$ 237,736	$ 172,969	$ 181,851	$ 199,258
Pine Street Ramp	$ 832,358	$ 573,638	$ 555,866	$ 716,293
River Ramp	$ 48,329	$ 11,938	$ 18,805	$ 38,188
Citation	$ 940,260	$ 1,033,239	$ 1,120,864	$ 1,182,129
Service Fee	$ 7,326	$ -	$ -	$ -
Management Fee	$ 48,924	$ 30,000	$ 24,996	$ 29,997
Administration Fee	$ 2,460	$ 5,180	$ 1,340	$ 3,919
Interest	$ -	$ 5,450	$ 1,057	$ 19,615
Miscellaneous	$ 1,758	$ 12	$ -	$ 793
Expenses	$ (3,120,194)	$ (2,807,909)	$ (2,341,934)	?
Surplus/Deficit	**$ 3,204,823**	**$ 2,631,620**	**$ 2,641,834**	**$ 3,024,623**
Budgeted Revenue	*$ 3,164,400*	*$ 3,555,548*	*$ 2,731,600*	*$ 2,856,200*
Difference	*$ 40,423*	*$ (923,928)*	*$ (89,766)*	*$ 168,423*

Peak Month/Year

Source 11: City of Green Bay Parking Division

STAKEHOLDER INTERVIEWS

A series of stakeholder interviews across the public and private sectors were conducted on Tuesday, February 14th, and Wednesday, February 15th, 2023. Follow-up conference calls were also held with various stakeholders who could not attend the on-site meetings. The interviews provided community input and first-hand experience of parking-related issues in downtown Green Bay. The following is a list of stakeholders and their respective organizations.

Stakeholders

City Staff Representatives

- Eric Genrich, Mayor of Green Bay
- Steve Grenier, Director of Public Works
- Neil Stechschulte, Economic Development Director
- Chris Pirlot, Parking Division Manager
- Beth Nadolski-Spears, Parking Division Office Supervisor
- Justin Linzmeier, Parking Division Field Operations Superintendent
- Dave Hansen, Traffic Engineer

Downtown Business Representatives

- Jeff Mirkes, Downtown Green Bay, Inc.
- Jenny VandenLangenberg, Downtown Green Bay, Inc.
- Russ Petroushe, Freshkind Kitchen
- Steve Schneider, Black & Tan Grille & Bugtussle Wireless
- Sarah Bootz, Glas Coffeehouse
- Cory Vann, Hagemeister Park
- Dan Timmers, Hagemeister Park
- Susan Lagerman, Brown County Library
- Troy Bauer, DigiCOPY
- Brian Johnson, On Broadway, Inc.
- Tommy Everman, Gather on Broadway
- Tammy Meyer, Imperial Supplies
- Chao Wagwin, Brown County Executive
- Jeff Flynt, Brown County Deputy Executive
- Eric Witczak, Nicolet National Bank
- David Knight, Associated Bank
- Cheryl Conley, Schrieber Foods
- Jessica Shelby, KI Convention Center/Hyatt Regency
- Michael Jubert, KI Convention Center/Hyatt Regency
- Garritt Bader, Developer
- Tim Besaw, Developer

- Ted Matkom, Developer
- Michael Garsow, Developer
- Brent Weycker, Developer
- Joash Smits, Developer
- Mike Veras, Developer
- Todd Durllein, Developer

Among major employers, minor employers, developers, and public works, the stakeholders gave varying feedback on the public parking system. The following sections describe common issues brought about during the interviews.

Permit Rates

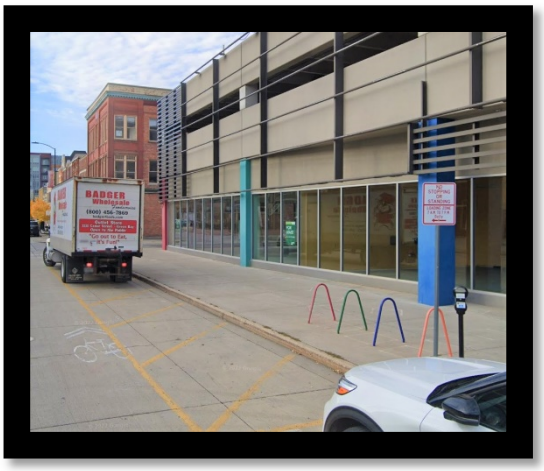
Overall, major employers were largely satisfied with the supply and fees for parking lease agreements. Major employers get a large discount for leasing permits in bulk, which both incentivizes the leasing of permits and decreases the amount per permit they have to pay. Minor employers do not buy parking permits in bulk, and therefore pay the full price. Several small businesses were not in favor of this, despite the permit prices still being relatively low. Developers mostly had concerns in providing parking for planned and future developments in the area.

There was some mention of hybrid work and a demand for a discounted permit rate as a result of parking fewer days in the ramps. The reality of hybrid work permits is that it greatly reduces revenue when the peak-demand number of parking stalls still needs to be provided and maintained. It is unfair to the parking division and facilities to have to provide and maintain the peak number of stalls while employees get to pay significantly less.

Technology

Stakeholders were generally in favor of technological upgrades to modernize the parking system as much as possible. A suggestion was made to provide digital receipts for transactions for permits and transient parking. A QR code for the Passport app and for merchant validations would also make the downloads and transactions more seamless and user-friendly.

PUDO Lanes



The PUDO acronym stands for Pick-Up and Drop-Off. PUDO Lanes are an increasingly common topic with the prevalence of ride-share and delivery services such as *Uber* and *Door Dash*. For routine delivery trucks, PUDO lanes can be incredibly useful but creates a variety of issues. Several stakeholders brought PUDO lanes to attention. One business owner complained that delivery trucks often block the façade and front entrance of their restaurant due to the PUDO lane in front of their establishment. Another business owner was in favor of PUDO lanes, adding that the Door

Dash app could get fully utilized if delivery drivers did not have to pay at the meters. Whether stakeholders were in favor or against the implementation of PUDO lanes, the downtown could comfortably accommodate more PUDO lanes in place of on-street meters if an establishment was in favor.

Broadway Parking

In conversation with stakeholders, it was suggested that the study treat Broadway and the rest of the west side as a separate entity in terms of parking. The conditions on Broadway are vastly different than that of the east side, where on-street metered parking is non-existent and the occupancy is high. Businesses on the west side have no shared parking solutions, and there are several existing and future developments demanding parking.

Broadway stakeholders were uniformly in favor of implementing on-street meters. Ramp development sites will also be considered on the west-side, since anticipated development plans to increase vehicle traffic, adding more stress to the existing supply.

The recommendations section aims to unify the parking system by providing recommendations specific to each area. These recommendations aim to create consistency between the east and west sides of downtown.

Public Relations

Communication between the Parking Division and the general public can always be improved. Stakeholders mostly gave feedback in regards to municipal permit prices, payment methods, parking restrictions, and more. There was a suggestion to improve public relations to mitigate confusion in regards to municipal parking.

As mentioned previously, the parking wayfinding and signage is generally sufficient with exception of the River Ramp. The stakeholders brought this to attention and feel passionately that the River Ramp needs to be identified from the street. However, since the ramp is privately owned, signage must be provided by Foxconn.

Other Comments

- “Proximity is a big issue for parkers and in Green Bay, the willingness to walk is relatively small.”
- “We are weary to build *just* a ramp. Ideally, the facility would be of mixed-use.”
- “The signage in the Pine Street Ramp has been neglected.”
- “Scofflaws are taking ADA spaces.”
- “Requiring paid parking on weekends could hurt the hospitality sector. On the other hand, the parking utility should be made profitable.”
- “Automate parking to improve enforcement.”
- “The metered parking by Glas Coffeehouse deters customers.”

- "Small businesses do not get discounted permits. The cheapest permits go to the largest, most profitable companies."
- "Level 1 of the Cherry Street Ramp needs more ADA spaces."
- "The elevator in the Cherry Street Ramp needs maintenance."
- "There needs to be better communication between the Parking Division and the general public."
- "Digicopy would like another customer space behind the store."
- "There is no all-day off-street parking on the west side of the river."
- "The Broadway district should be treated separately from the rest of the downtown."
- "There needs to be a differentiation between employee parking from customer parking."
- "The 15-Minute Loading Zone is not effective."
- "People loitering in rented parking lots makes me nervous."
- "The current parking fee is blatantly unaffordable."
- "We do not feel that we are a large enough city to warrant the intensity of parking control that occurs in the several block radiuses around downtown specifically."
- "We want a vibrant downtown as much as anyone and based on feedback that we receive from the public very regularly, the current parking enforcement practices are a major deterrent from making that happen."

PLANNED DEVELOPMENTS

The following planned developments presented in **Table 10** was provided to DESMAN by the client. The developments are categorized by east side and west side developments in relation to the Fox River. Only three projects are currently under construction—other projects are pending or delayed. For this reason, an absorption factor was applied to accurately predict the parking demand correlated with the building occupancy for the short-term (0-3 years) and long-term (4-10 years).

The major planned developments on the east side involve the WPS site which is currently under-going environmental remediation efforts. Once the remediation is complete, a series of mixed-use residential and retail buildings will be built. According to the developers, the site will develop at a rate of about 200 units per year. On-site parking will be provided, which greatly increases the downtown supply. Aside from the WPS site, three other mixed-use residential buildings on the east-side are planned to be built and fully occupied within the next five years. It is unclear what parking will be provided at these sites. For now, the analysis will assume no additional parking spaces. The Main Street Ramp removal was included in the analysis to predict the parking needs of the planned developments without the ramp in existence.

There are several major developments planned for the west side including The Fort at the Railyard, the Shipyard Public Improvements, and the Public Market on Broadway Avenue. Both the railyard and shipyard plan to convert former industrial sites into mixed-use residential areas. The Public Market plans to convert an industrial building into a series of restaurant and retail spaces.

Table 10: Planned Developments

Name	Address	Status	Land Use	Size	Units	Parking Ratio	Short-Term Projection			Long-Term Projection		
							Absorption Factor	Parking Demand	Parking Provided	Absorption Factor	Parking Demand	Parking Provided
East-Side Developments												
200 N Monroe	200 N Monroe Avenue	Delayed	Residential Studio	34	Units	1.00	50%	17	0	100%	34	0
			Residential 1-Bed	86	Units	1.05		45	0		90	0
			Residential 2-Bed	35	Units	1.80		32	0		63	0
			Residential 3-Bed	17	Units	2.65		23	0		45	0
			Grocery	15,000	SQFT	4.75		36	0		71	0
			Retail	7,000	SQFT	4.00		14	0		28	0
222 Cherry Street	222 Cherry Street	Under Construciton	Residential	57	Units	1.00	100%	57	0	100%	57	0
One Astor	100 E Mason Street	Delayed	Residential	75	Units	1.00	50%	38	0	100%	75	0
WPS Site (Concept C)	700 N Adams Street	Pending	Lot A Residential	70	Units	1.80	0%	0	0	50%	63	60
			Lot A Retail	6,606	SQFT	4.00		0			13	
			Lot B Residential	290	Units	1.80		0	0		261	800
			Lot B Retail	3,999	SQFT	4.00		0			8	
			Lot B/C Retail	5,202	SQFT	4.00		0	0		10	400
			Lot C Residential	317	Units	1.80		0	0		285	685
			Lot C Retail	4,005	SQFT	4.00		0			8	
			Lot D Residential	137	Units	1.80		0	0		123	225
Main Street Ramp	300 Main Street	Pending Demolition	Parking	681	Spaces	-	100%	-	-	0%	-	-681
East-Side Total							**-**	**260**	**0**		**1,236**	**1,489**
West-Side Developments												
The Fort at the Railyard	419 Donald Driver Way	Under Construction	Residential 1-Bed	151	Units	1.05	100%	159	0	100%	159	0
			Residential 2-Bed	82	Units	1.80		148	0		148	0
			Retail	1,300	SQFT	4.00		5	0		5	0
			Residential Common Areas	5,800	SQFT	0.00		0	0		0	0
Shipyard Multi-Family Housing	239 Arndt Street	Delayed	Building One Residential	129	Units	1.00	50%	65	0	100%	129	0
			Building Two Residential	96	Units	1.00		48	0		96	0
			Restaurant/Retail	4,000	SQFT	4.00		8	0		16	0
Shipyard Public Improvements	824 S Broadway	On-going	Public Park	9	Acres	1.00	50%	5	144	100%	9	144
Public Market	211 N Broadway	Under Construction	Retail	43,000	SQFT	4.00	100%	172	0	100%	172	0
Lofts on Broadway	200 Chestnut Avenue	Delayed	Residential	70	Units	1.00	50%	35	0	100%	70	0
Railyard Building T	340 N Broadway	Pending	-	-	-	-	-	-	-	-	-	-
West-Side Total							**-**	**644**	**144**	**-**	**804**	**144**

Source 12: City of Green Bay Planning Department

As presented in Table 10, the parking demand is projected for the short-term (0-3 years) and long-term (4-10 years). Parking demand ratios were sourced from the Urban Land Institute to calculate the demand based on assumed absorption factors.

The east side developments in the short-term are expected to generate an additional 260 vehicles at peak demand. Although there are no planned parking spaces, the downtown parking facilities have the capacity to accommodate this demand in the short-term. In the long-term projections, the parking demand will eventually reach 1,236 vehicles. The developers of the WPS site plan to provide an adequate number of spaces, creating a net increase of 1,489 parking spaces on the east side. This includes the removal of 681 spaces in the Main Street Ramp, which means the developers on the east side are providing an over-abundance of parking.

The west side developments will experience the opposite effect. With 644 vehicles projected for the short-term peak demand, there are only 144 planned spaces concentrated in one development. The long-term projections reach a demand of 804 vehicles, creating an even larger gap between the supply and demand for parking.

The land use data used for this analysis reflects the information provided by the client at this stage in development. The development plans are expected to change. Unless there is a generous supply of parking added to the development plans, the west side will continue to have a need for parking. Solutions to address the parking imbalances are discussed in the recommendations section of the report.

SUMMARY OF EXISTING CONDITIONS

The existing conditions as it pertains to inventory, occupancy, rates, equipment, enforcement, policies, and future developments are summarized by the following statements:

1. The east side of the river has an overabundance of parking spaces, while the west side experiences a parking shortage along the Broadway corridor. The planned developments will only exacerbate the supply issues.
2. The stakeholders are in-favor of regulating parking along the Broadway corridor.
3. If a parking structure is warranted, there is a desire for a mixed-use facility that serves an additional purpose than just parking.
4. The Parking Division needs to generate more revenue to cover capital expenses. Transient and permit rates are priced below the cost to maintain the parking spaces.
5. Drivers feel entitled to convenient parking spaces, but are resistant to paying the appropriate dollar amount to supply and maintain those spaces.
6. The community desires modern technology for the parking system and is prepared to make the transition to an automated system for both payments and enforcement.
7. Communication between the Parking Division and the general public is important for mutual respect among agencies and for mitigating confusion as it pertains to parking policies and enforcement practices.
8. The convention center needs a plan for visitor parking if the Main Street Ramp is removed.
9. People are not willing to walk very far from their parking location to their destination.

These findings are the foundation for the recommendations section of the report.

RECOMMENDATIONS

The recommendations were developed by DESMAN in consultation with the City of Green Bay to address the issues identified throughout the course of this study. These recommendations are consistent with parking industry practices and other cities with similar economies to Green Bay. Recommended changes to the management, operations, and technology of the parking system are intended to address both current and anticipated needs of the downtown area. No one recommendation will alleviate all existing or future parking issues. Rather, incremental improvements will improve the user experience and address concerns raised by the stakeholders.

The Parking Division is advised to keep the public informed about changes related to the parking system. Aside from changes that are internal to the Parking Division, the public should be made aware of anticipated outcomes and their timeline. Public outreach prior to the implementation will mitigate confusion among residents and visitors.

Guiding Principles

Modernize the parking system: a modernized parking system can provide many benefits to both users and parking operators, including increased efficiency, safety, and revenue collection, as well as improved user experience, reduced environmental impact, and better data collection.

Promote uniformity among parking rates and policies: The city should work to standardize parking rates and policies across all municipal parking facilities in the downtown area. This will help to eliminate confusion among drivers and encourage greater use of the facilities.

Encourage on-street parking turnover: Policies that encourage on-street parking turnover can have numerous benefits for the community, including improved access to businesses, reduced congestion and improved safety, increased revenue, and better parking management.

Incentivize the use of off-street parking facilities: Incentivizing off-street parking over on-street parking can help reduce congestion, improve traffic flow, and enhance safety in urban areas. This requires a combination of pricing, accessibility, amenities, enforcement, and educational efforts.

Consider alternative transportation options: The city should encourage the use of alternative transportation options such as public transit, biking, and walking. This could be achieved by providing more bike racks and pedestrian infrastructure, improving transit service and accessibility, and promoting these options to the public.

Prioritize accessibility and safety: The city should take steps to improve the accessibility and safety of the existing parking structures. This includes improving signage and wayfinding, upgrading lighting and security features, and providing more accessible parking spaces for users with disabilities.

Specific Recommendations

1. **Remove On-Street Time Limits and Implement Escalating On-Street Rates**

   On-street spaces in downtown Green Bay have a maximum time limit of 25-minutes, 1-hour, 2-hours, or 4-hours. The time limits are enforced through both the meters and the Passport app. To allow patrons to comfortably utilize the on-street spaces, DESMAN recommends removing the time limits and implementing an escalating rate.

   This was an issue brought to attention during the stakeholder interviews. The majority of on-street spaces have a two-hour time limit which can be limiting to visitors of the downtown. Removing the time limits will allow patrons to park without worry of exceeding the maximum time limit. It also allows the Parking Division to collect more revenue from on-street spaces.

   In place of the on-street time limits, an escalating rate should be implemented at the meters and through the Passport app to encourage turnover. As mentioned previously, parking turnover can have numerous benefits for the community, including improved access to businesses, reduced congestion, improved safety, increased revenue, and better parking managements. Through the escalating rate system, patrons will learn that short-term visits to downtown are convenient with on-street spaces, but long-term visits should involve off-street parking. **Table 11** presents the proposed escalating rates.

Table 11: Proposed On-Street Meter Escalating Rate

	1st Hour	2nd Hour	3rd Hour	4th Hour	5th Hour +
Hourly Rate	$1.00	$1.00	$2.00	$3.00	$4.00
Accumulating Total	**$1.00**	**$2.00**	**$4.00**	**$7.00**	**$11.00**

Source 13: DESMAN

As presented in Table 11, the hourly rate begins at $1.00 for the first two hours, and escalates by an additional $1.00 until the sixth hour. Users will need to pay $4.00 every hour thereafter if they choose to stay. Someone who parks for five hours on-street will need to pay $11.00 in total, versus paying no more than $5.00 in an off-street facility. This change has the potential to substantially increase revenue for on-street parking. The escalating rates can be viewed as a convenience fee. Users will eventually learn that off-street parking is better for long-term stays.

In the event that there is strong opposition to this change, DESMAN has provided an alternative to the rate escalation.

Alternative: Assign a Four-Hour Time Limit and Raise Rates for On-Street Spaces

As an alternative to the escalating rate system, DESMAN recommends changing the two-hour, one-hour, and 25-minute limits to four-hours while also raising the hourly rate to $2.00. **Table 12** presents the alternative time limits and rates option. With a four-hour time limit and an hourly rate of $2.00, the maximum amount a user would pay is $8.00 for four hours. This would not be as limiting as a two-hour meter and would still encourage usage of the off-street facilities.

Table 12: Proposed On-Street Meter Alternative

Time Limit	Location	Inventory	Hourly Rate
4-Hour Meter	Washington Street	29	$2.00
2-Hour Meter changed to 4-Hour Meter	Elm Street	20	$2.00
	Washington Street	63	$2.00
	Citydeck Court	5	$2.00
	Northland Avenue	26	$2.00
	Adams Street	37	$2.00
	Pine Street	24	$2.00
	Doty Street	71	$2.00
	Jefferson Street	65	$2.00
	Stuart Street	6	$2.00
	Madison Street	77	$2.00
1-Hour Meter changed to 4-Hour Meter	Adams Street	29	$2.00
	Cherry Street	40	$2.00
	Jefferson Street	9	$2.00
25-Minute Meter changed to 4-Hour Meter	N Washington Street	2	$2.00
Total		**503**	**-**

Source 14: DESMAN

Evident in Table 12, the on-street rates are twice the amount of off-street facilities. With a four-hour time limit, the maximum a user would pay is $8.00. This will encourage the use of off-street facilities which only charge $1.00 per hour.

This change has the potential to substantially increase on-street parking revenue. In 2022, the Parking Division collected $255,863 from meters. Assuming the rate is raised from $0.95 per hour to $2.00 per hour with 10% elasticity, the meter revenue could increase to approximately $484,000 on an annual basis. This is a high-level estimate based on historic revenue numbers and utilization.

2. **Remove 10-Minute Grace Period for Expired Meters**

   On-street meters in Green Bay allow a ten-minute grace period before an officer can ticket a vehicle when a meter becomes expired. This essentially means that users can pay for ten-minutes less per stay. The grace period provides no utility to the Parking Division and should be removed immediately. It is the responsibility of the user to track their paid time at the meters. Parking apps like Passport make tracking parking even easier too, with notifications to notify the user of expired meters, and the ability to extend parked time remotely.

3. **Submit Change Order for Phase 2 and 3 of New Meter Purchases**

   The meters purchased in Phase 1 of the new meter implementation operate only by coins, and do not allow digital payments. In an effort to automate and digitize the parking system and improve the user experience, DESMAN recommends a change order for single-space meters that accept digital payments, in addition to coin payments. It is likely that the Parking Division will see

increased utilization of the on-street meters, since cash and coin payments have become less common.

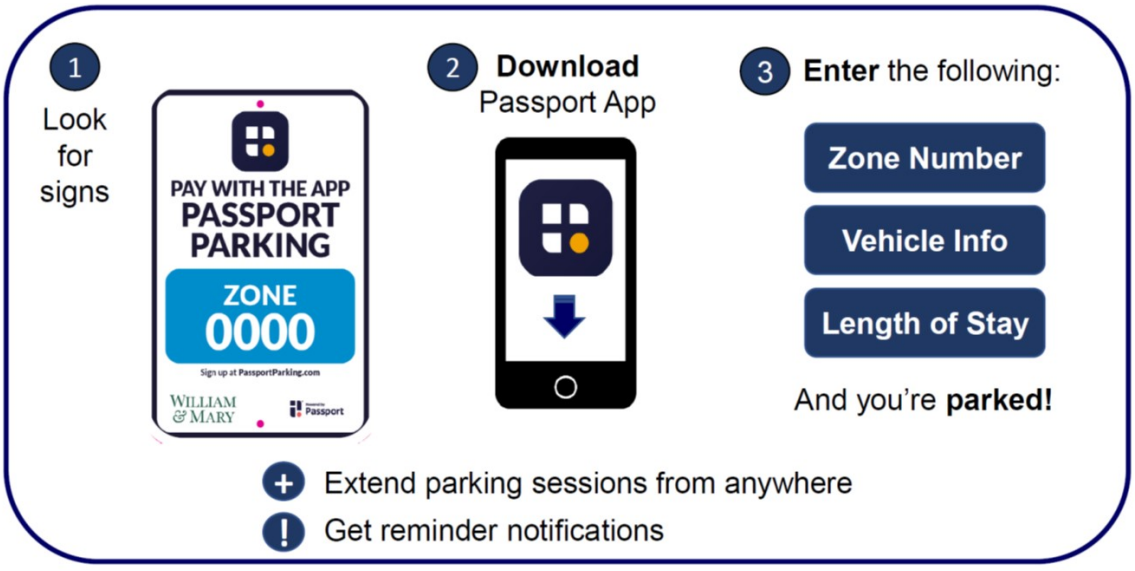
4. Expand On-Street Enforcement to Un-Metered Areas through Passport

On-street meters are concentrated on the east-side of the river between Main Street and Walnut Street. Meters are not present south towards Mason Street or on the west side of the river. To increase revenue for the Parking Division and to discourage the avoidance of paid parking on behalf of the users, DESMAN recommends expanding on-street enforcement through Passport zones in un-metered areas.

The recommended areas on the east side are bound by the river to the north, Mason Street to the south, the river to the east, and Monroe Street to the west. The recommended areas on the west side are bound by Mather Street to the north, Arndt Street to the south, Chestnut Avenue to the east, and Pearl Street to the west. A map in the appendix presents an aerial of this boundary.

Mobile payment systems, such as Passport, provide a way to enforce on-street parking at a nominal cost to the Parking Division. With LPR technology, the enforcement officers can ensure that vehicles have paid to park in their respective zones without the use of a physical parking meter. Other than signage and communication efforts, parking zones eliminate revenue collection and maintenance efforts typically associated with parking meters. **Figure 3** presents an instructional graphic on how to use the Passport app.

Figure 3: Passport App Instructions



Source 15: Passport Parking

This measure will benefit the Broadway corridor in particular. Broadway on-street parking is currently un-regulated and free to its users. At the same time, Broadway experiences a parking supply shortage. The paid parking zones operated through Passport will encourage on-street

turnover and increase revenue for the Parking Division. Using the Passport app as opposed to installing meters will save money on capital and maintenance costs while still capturing the demand. The installation of a single-space meter can cost up to $500.00, not including maintenance and operational fees. A parking zone through passport eliminates the need for a physical meter, installation costs, collection costs, etc. DESMAN estimates that 194 on-street spaces could be regulated through Passport between Mather Street and Arndt Street on Broadway.

5. **Automate and Digitize the Parking System**

Passport and similar parking platforms are the future of the parking industry. It is in the Parking Division's best interest to automate and digitize nearly every aspect of the parking system to make the transition from physical meters to app-based payment platforms. When the new meter on-order have exceeded their lifetime, the Parking Division should transition completely to enforcing paid-parking zones through the Passport system or another license-plate based system.

Interviews with stakeholders revealed a willingness to modernize the parking system. This will help the city stay up-to-date with the latest technologies that other major cities, such as Madison and Milwaukee, are implementing. As mentioned previously, a modernized parking system can provide many benefits to both users and parking operators, including increased efficiency, safety, and revenue collection, as well as improved user experience, reduced environmental impact, and better data collection.

6. **Construct an Off-Street Parking Structure Adjacent to Broadway**

To address the parking supply shortage on the west-side of the river, construct a municipal parking ramp adjacent to Broadway. At present, Lot F is adjacent to the most active segment of Broadway. The location of the ramp must be strategic to help businesses that do not warrant a parking facility of their own to unify their parking efforts and have patrons utilize a parking ramp. The planned developments to the north and south of this location, particularly the Railyard and Shipyard, will need to provide their own on-site parking if they do not wish to occupy a public, transient parking ramp. **Figures 4** and **5** present the potential footprint of a parking ramp on Lot BW or Lot F.

Figure 4: Potential Lot BW Parking Ramp Site

Source 16: Google Earth

Figure 5: Potential Lot F Parking Ramp Site

Source 17: Google Earth

A parking structure footprint as presented in Figures 4 and 5 could accommodate a multi-level parking structure with approximately 200-300 spaces. This is estimated to be an appropriately-sized ramp to satisfy the parking demand of the area. The capital costs for a newly constructed parking structure are approximately $30,000 per space. A 300-space garage would cost around $9 million to build.

As mentioned previously, Lot BW is a privately owned surface lot. The Parking Division operates those parking spaces for the owner. To develop a ramp on this property, the Parking Division would need to purchase the land, which adds significant capital costs. For this reason, Lot F has an advantage over Lot BW, as Lot F is owned by the city.

There is a desire from stakeholders to construct a mixed-use facility with ground-floor commercial space to add value to the parking structure. Lot BW has an advantage over Lot F for ground floor commercial space due to its street façade. Lot F is tucked behind the Broadway Corridor and lacks a street façade. The feasibility of ground floor commercial space is less certain on Lot F.

7. Remove "First 15-Minutes Free" Policy

At present, users can park in the off-street ramps for free in the first 15-minutes of their stay. Although this initiative intends to incentive ramp utilization, it provides no utility to the Parking Division and decreases the potential revenue. Users who intend to park for less than 15-minutes are not likely to park in the ramp, and users who do stay longer would likely have parked in the ramp anyway, with or without the 15-minute incentive. For these reasons, DESMAN recommends removing the "First 15-Minutes Free" policy.

8. Raise Off-Street Transient Rates

Off-Street transient rates in downtown Green Bay are incredibly inexpensive for its users. For the Parking Division to maintain the facilities, DESMAN recommends raising the transient rates from $0.85 to $1.00 per hour. This slight increase will provide a revenue boost for the Parking Division while still incentivizing surface lot and ramp utilization for long-term stays.

9. Raise Off-Street Permit Rates

DESMAN recommends a number of modifications to the rate structures to ensure that the Parking Division does not operate at a loss. The more drastic change should occur with the monthly permit rates.

The existing permit rates decrease in price beginning at 50 stalls and escalate with every 100 permits purchased. This policy benefits only major companies who can afford to pay the full price for permits without the discount. DESMAN recommends discarding the price escalation and/or group rate incentives. Instead, provide one permit price per stall that each individual or employer may choose to purchase. **Table 13** presents the off-street rate increases. It may be beneficial to gradually increase rates every year to reach the amounts presented in the tables.

Table 13: Proposed Off-Street Rates

Surface Lot	Location	Hourly Rate	Monthly Rate
Lot A	600 S Adams Street	$1.00	-
Adams Street Lot	220 N Adams Street	$1.00	-
Lot B	600 S Broadway (West Side)	$1.00	$96.00
Lot BE	540 S Monroe Avenue	$1.00	-
Lot BG	600 S Broadway (East Side)	$1.00	$96.00
Lot BW	100 N Pearl Street	$1.00	$96.00
Lot CC	100 Crooks Street	$1.00	-
Lot CH	100 N Jefferson Street	$1.00	-
Lot E	225 S Jefferson Street	$1.00	$96.00
Lot F	200 N Chestnut Avenue	$1.00	$96.00
Lot G	600 S Jefferson Street	$1.00	-
Library Lot	515 Pine Street	$1.00	-
Lot MM	418 N Monroe Avenue	$1.00	$96.00
Lot WS	318 S Washington Street	$1.00	-
Ramp	**Location**	**Hourly Rate**	**Monthly Rate**
Cherry Street Ramp	202 Cherry Street	$1.00	$96.00
Main Street Ramp	300 Main Street	$1.00	$96.00
Pine Street Ramp	333 Pine Street	$1.00	$96.00
River Ramp	101 Pine Street	$1.00	$128.00

Source 18: DESMAN

As presented in Table 13, the recommended rate for transient parkers is $1.00 per hour. Monthly permit rates should be raised to $96.00 each. This amount was calculated to benefit permit holders who park at least three days per week for at least eight hours per day. Users who park less than this amount will benefit financially from paying transient parking rates.

This change has the potential to substantially increase off-street parking revenue. In 2022, the Parking Division collected $1,063,028 in monthly permit revenue from the four ramps. Assuming the permit rate is raised to $96.00 per month with a 10% decrease in permit sales due to the price increase, the ramp permit revenue could increase to $1.68 million on an annual basis. This is a high-level estimate based on the historic permit sales with an assumption for elasticity. The actual revenue increase is likely to vary.

In the event that there is strong opposition to this change, DESMAN has provided an alternative to the rate escalation.

Alternative: Charge a Maintenance Surcharge to Permit Buyers for a Three-Year Period

As an alternative to the off-street rate hike, DESMAN recommends charging a surcharge with every permit purchase to partially recover capital and maintenance costs. Permit buyers may be

more comfortable with this option with the knowledge that the surcharge goes directly to maintaining the facilities. With short-term capital expense estimates provided by the Parking Division, DESMAN calculated an appropriate surcharge amount to recover expenses from 2023, 2024, and 2025, presented in **Table 14**.

Table 14: Capital Expense Recovery Surcharge

Year	Project	Estimated Cost	Annual Total
2023	Parking Ramp Structural Repairs	$ 492,350	$492,350
2024	Parking Ramp Structural Repairs	$ 1,000,000	$2,110,000
	Elevator Replacement (2)	$ 1,000,000	
	Cherry Street Ramp CCTV System	$ 80,000	
	Parking Lot Pavement	$ 30,000	
2025	Parking Ramp Structural Repairs	$ 1,000,000	$2,080,000
	Elevator Replacement (2)	$ 1,000,000	
	Pine Street Ramp CCTV System	$ 50,000	
	Parking Lot Pavement	$ 30,000	
Total			**$4,682,350**

Total Number of Permits	**2,059**
Surcharge Rate	**$30**
Number of Months Required to Recover Capital Expenses	**76**

Source 19: City of Green Bay Parking Division

As presented in Table 14, the capital expenses for the years 2023, 2024, and 2025 are approximately $4,682,350. With the current number of permits (2,059), and an annual surcharge of $30 per permit, it will take over six years to recover the capital expenses from the three-year period. At the proposed surcharge rate of $30, the Parking Division would recover expenses at about half the rate they accumulate.

The cost recovery estimates stress the importance of fair pricing structures for parking in municipal ramps and surface lots. Parking is a utility, and is not free to any one entity. The maintenance is proposed as an *alternative* to the permit rate hike, since the Parking Division can only recover costs at half the rate they accumulate.

10. Raise Lost-Ticket Ramp Rates

At present, the rate for lost-tickets in the ramps is lower than the daily maximum rate. DESMAN recommends pricing the lost-ticket rate at $24.00, which is equal to a 24-hour stay in the ramp.

It is important to note that the implementation of LPR technology would eliminate the need for a lost-ticket rate. LPR recognizes the vehicle license plate by recording the entry and exit time digitally. This eliminates the need for a printed, paper ticket, and the possibility of the user losing their ticket before paying to park. As mentioned previously, the advantage to automated parking systems cannot be overstated. However, while municipalities make the transition, a higher lost-ticket rate is warranted for the ramps in downtown Green Bay.

11. Relocate Pearl Street On-Street Permits to the Parking Ramp

In the event that a parking structure is constructed near the Broadway Corridor, DESMAN recommends relocating the Pearl Street permit parking spaces to the ramp, along with any other permit parking in the area. This will help unify the parking system by utilizing the newly constructed ramp. The remaining spaces on Pearl Street should be treated as on-street parking zones, much like the rest of the Broadway corridor. Users will need to pay the on-street hourly rate through the Passport app to park in these spaces.

12. Remove the Main Street Ramp

The agreement with Schreiber Foods allows the company to claim the land that the Main Street Ramp currently occupies by the year 2030. If they so choose, the ramp must be removed by the city. This is a likely proposition. Since maintenance repairs will cost the city millions of dollars, DESMAN recommends removing the ramp as soon as the next major repair is due. The ramp is not worth investing money into for the short-term, and the remaining ramps (Cherry Street Ramp, Pine Street Ramp, and River Ramp) can absorb the parking demand.

DESMAN is aware of the developments at the WPS site, and the concern for parking on the north side of Main Street. Until the WPS site begins to populate, it is unwise to keep the Main Street Ramp in operation solely out of concern for developing areas that have not yet been occupied. It is possible that with the WPS site at full build-out, a parking garage on-site would be warranted. The Parking Division should be aware of these changes, but focus their attention on the immediate up-keep required to keep the Main Street Ramp in operation.

13. Relocate Main Street Ramp Parkers to the Pine Street Ramp

Following the removal of the Main Street Ramp, previous permit holders, transient parkers, and visitors of the KI Convention Center should be relocated to the Pine Street Ramp. The Pine Street Ramp has a large vehicle capacity and is located one block away from the KI Convention Center. **Table 15** presents the proposed relocation logistics.

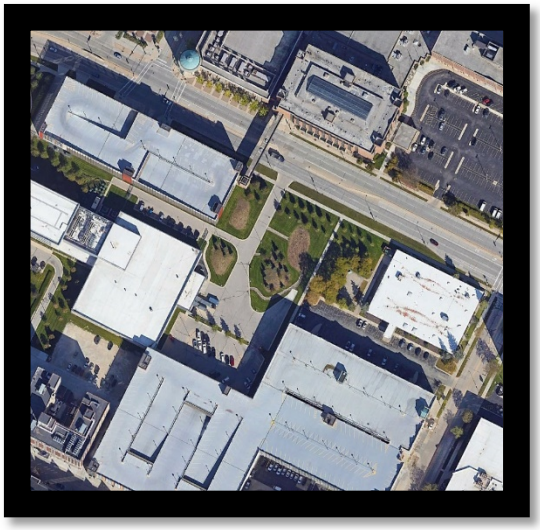
Table 15: Proposed Relocation Logistics

	Main Street Ramp	Pine Street Ramp	Relocation
Space Inventory	681	1,843	1,843
Permit Holders	310	901	1,211
Actual Occupancy	122	628	750

Source 20: DESMAN

Evident in Table 15, the Pine Street Ramp has the capacity to absorb the Main Street Ramp parkers. Pine Street has an inventory of 1,843 spaces. By absorbing the 310 permit holders from the Main Street Ramp in addition to the 901 existing permit holders in the Pine Street Ramp, the total number of permits totals to 1,211. This leaves 632 open spaces for transient parkers. From the data collection periods, the combined peak occupancy only ever reached 750 vehicles. This was even performed during a convention center event. This analysis concludes that the Pine Street Ramp is an appropriate facility to absorb the Main Street Ramp parking demand.

In the stakeholder interviews, there was a hesitancy to require convention visitors to walk to the Pine Street Ramp. DESMAN recognizes that the Pine Street Ramp is not as conveniently located to the convention center as the Main Street Ramp currently is. There are strategic steps the city can take to address this concern and ease the transition to provide a comfortable pedestrian experience. The following recommendation explains this further.



14. Improve Pedestrian Access to the KI Convention Center

DESMAN recommends prioritizing pedestrians going to and from the Pine Street Ramp and KI Convention Center. There is an existing, paved sidewalk leading from Main Street to the Pine Street Ramp. It is recommended that the city construct a full- or partial- temperature controlled walkway along the existing sidewalk to ease the transition for pedestrians. A walkway with proper lighting that is protected from weather elements and has clear wayfinding can be an effective way to move people to their destinations.

A cross-walk across Main Street from the south-side sidewalk to the convention center will help to keep pedestrians safe from vehicle traffic. It should be noted that pedestrians are required to cross Main Street to access the Main Street Ramp as it is now.

15. Address Parking Facility Accessibility and Lighting Conditions

A number of stakeholders had concerns regarding safety, lighting, elevator functionality, and ADA accessibility in the ramps. One individual brought attention to the Cherry Street Ramp's non-functioning elevator and shortage of ADA spaces. DESMAN confirmed with the Parking Division that all elevator issues are related to supply-chain shortages and that routine maintenance checks are performed to ensure the safety and ramp functionality for its users.

To address issues of perceived safety, modern parking systems can include features such as CCTV cameras, lighting, and emergency phones, which can improve safety in parking areas. DESMAN recommends lighting levels of ten footcandles in parking aisles and five footcandles in parking stalls. Lighting is a major deterrent of criminal offenses in parking ramps and can help immensely with the perception of safety in the ramps.

16. Extend Parking Enforcement Hours

DESMAN recommends extending parking enforcement hours from Monday through Sunday, 8:00AM – 6:00PM on the east side of the river, and from 8:00AM – 9:00PM on the west side of river. Parking between on-street and off-street facilities should be consistent. The parking hours intend to capture the night-life activity that occurs along the Broadway corridor.

17. Follow-Through with the Approved LPR Enforcement Program

Comparable communities that have transitioned from manual enforcement to LPR enforcement have significantly increased the productivity and efficiency of their parking systems. LPR is so widely used today, that its initial controversies are near-redundant. According to the Parking Division, funds have been approved to quipped one vehicle with LPR hardware and software. DESMAN recommends transitioning completing to this type of enforcement.

18. Explore the Feasibility of a Merchant Validation Program

Several representatives of local businesses expressed a desire for discounted parking for their customers. For a discount parking validation program to be viable, it needs to be broadly supported and the scope and operational aspects of the program needs to be carefully considered. Overall, a parking validation program can give merchants the flexibility to offer their customers a VIP experience, reward them for their loyalty, and give them an incentive to return.

Users have the ability to validate parking digitally through the Passport app. If the city decides to implement a merchant validation program, the infrastructure is already there to make it happen.

19. Require Privately-Owned Facilities to Provide Signage and Wayfinding

Signage and wayfinding benefit all parking facilities whether they are privately or publicly owned. The owners of the facilities should be required to provide signage and wayfinding. In the case of the River Ramp, both the Parking Division and the owners of the facility, Foxconn, could be missing out on potential parking revenue from drivers not being able to located the ramp entrance. It would benefit both entities if signage were installed. In future parking agreements, the Parking Division should require the facility owners to provide signage.

20. Prepare Facilities for Electric Vehicle Charging Stations

The auto industry is transitioning to electric vehicles (EV) as consumer acceptance grows in the United States. With an increasing market share, the National Parking Association (NPA) estimates the percentage of EVs on the road to be 7.00% by 2030, 23.40% by 2040, and 42.20% by 2050, as seen in **Table 16**. The number of EV charging stalls reflects approximately 20% of the total number of EV vehicles, since not all EVs need to charge simultaneously.

Table 16: NPA EV Projections

	2025	2030	2035	2040	2045	2050
EV Parkers	3.0%	7.0%	14.0%	23.0%	32.0%	42.0%
EV Charging Stalls	0.6%	1.4%	2.8%	4.6%	6.4%	8.4%

Source 21: National Parking Association

Modern parking systems can include features such as electric vehicle charging stations and bicycle parking facilities, which can help reduce the environmental impact of transportation. It is important to ensure that public parking facilities cater to this transition by making facilities *EV-Ready*.

21. Pick-Up / Drop-Off (PUDO) Lanes

DESMAN received varying feedback about PUDO lanes. The reality is that PUDO lanes are necessary with an increasing number of pick-up and drop-off services, as well as deliveries. PUDO lanes help improve the flow of traffic and are more effective than 30-Minute meters, etc. DESMAN recommends that the Parking Division establish a program to implement PUDO lanes at a business' request. The requesting entities should be responsible for capital costs. The Parking Division should be responsible for maintenance thereafter.

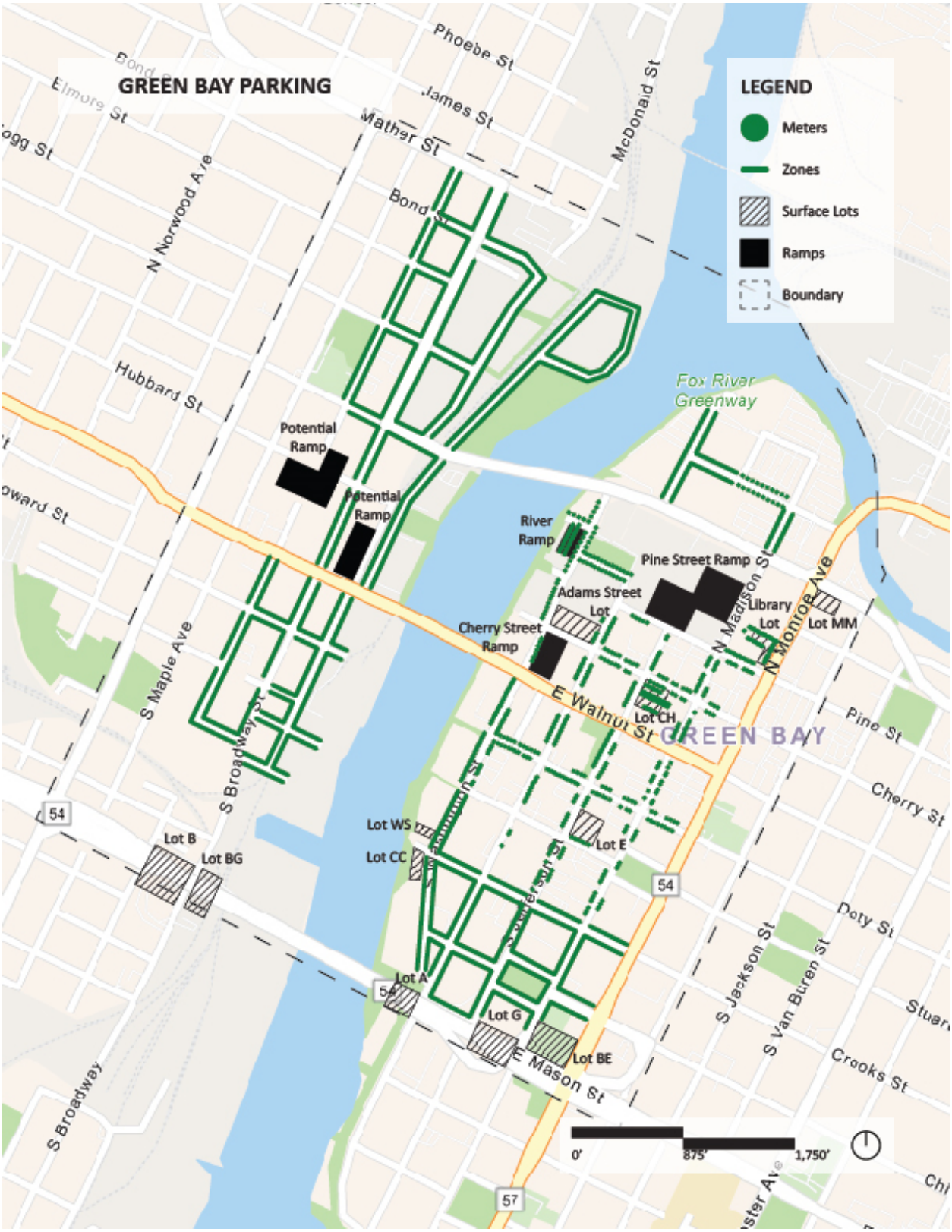
APPENDIX

Table 17 presents a review of the recommendations section. **Figure 6** presents a visual of the proposed changes to the parking system in downtown Green Bay. Refer to Figure 1 to compare the existing system with the proposed system.

	Recommendations																				
Issues	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**19**	**20**	**21**
Broadway Corridor Parking Shortage	■			■		■															
Downtown Parking Over-Abundance												■									■
Meter Maximum Time-Limits	■	■																			■
Planned Development Impacts						■							■	■					■		■
Broadway Corridor Parking Regulation	■			■		■					■										
Desire for Mixed-Use Structures						■					■										
Low Transient Parking Rates	■	■					■	■	■												
Low Monthly Permit Parking Rates								■	■												
Low Revenue Generation	■	■		■			■	■	■	■						■					
Modern Technology			■	■	■												■			■	
Modern Enforcement		■	■	■	■												■				
Perceived Safety and Accessibility														■	■						■
Lack of Signage and Wayfinding														■					■		
Communication with the Public					■													■			
Main Street Ramp Agreement/Repairs												■	■								
KI Concention Center Parking												■	■	■							
Relative Financial Impacts	**$$$**	**$**	**($$)**	**$$**	**$**	**($$$)**	**$**	**$$**	**$$$**	**$**	**$**	**($)**	**$$$**	**($)**	**($)**	**$**	**($)**	**($)**	**-**	**($)**	**-**
Implementation Timeline	**ST**	**ST**	**ST**	**MT**	**LT**	**MT**	**ST**	**ST**	**ST**	**ST**	**MT**	**MT**	**MT**	**MT**	**ST**	**ST**	**ST**	**ST**	**ST**	**LT**	**ST**

$$$	Significant Positive Impact on Net Revenue
($$$)	Significant Negative Impact on Net Revenue
ST	Short-Term
MT	Mid-Term
LT	Long-Term

Figure 6: Proposed Parking System Modifications



Source 22: DESMAN

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.8

To approve the request by Department of Public Works to purchase one trailer mounted air compressor from Roland Machinery in the amount of $25,221.19, using approved 2023 bond funding.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

$25,221.19

ATTACHMENTS

1. Trailer Mounted Air Compressor Background and Recommendation
2. Copy of P185 SOURCEWELL QUOTE CITY OF GREEN BAY 5-24 -2023

City of Green Bay
DPW - Operations

Memo

To: Steve Grenier
Director of Public Works

From: Nathan Wachtendonk
Fleet Manager

Date: June 6, 2023

Re: Trailer Mounted Air Compressor

Background:

The Department of Public Works utilizes trailer mounted air compressors to supply necessary air to various tools needed to perform street maintenance and repairs. The current trailer mounted air compressor #587, a 1988 Ingersol Rand has reached its maximum service life and a replacement has been approved in the 2023 budget.

Recommendation:

To purchase (1) Doosan P185 trailer mounted air compressor off the Sourcewell Contract #041719-CEC for the cost of $25,221.19 which includes delivery, warranty and operator training.

Clark Equipment Company DBA Doosan Portable Power

1293 Glenway Drive
Statesville, NC 28625
Phone: 704-883-3500
Fax: 704-883-3770
www.doosanportablepower.com

COMPANY:	CITY OF GREEN BAY			DATE:	5/25/2023
CONTACT:	Nathan Wachtendonk			CUST. PO#	**QUOTE**
ADDRESS:	519 S Oneida Street			CUST. ACCT. #	**326255**
CITY, ST, ZIP:	Green Bay	WI	54303	PHONE #	
EMAIL:	nathan.wachtendonk@greenbaywi.gov			QUOTE #	PCD75376
SHIP TO:				FOB:	Statesville, NC
ADDRESS:				PREPAID: ( )	
CITY, ST, ZIP:				COLLECT: ( )	

QUANTITY	DESCRIPTION	LIST PRICE	SOURCEWELL PRICE
1	P185/HP150WDO-T4F (STANDARD UNIT, NO OPTIONS)	$ 35,330.00	$ 22,611.20
	BLOCK HEATER	$ 251.67	$ 161.07
	EXTRA DISCOUNT		$ (511.52)
	SOURCEWELL CONTRACT # 041719-CEC		
	SOURCEWELL MEMBER # 25917		
	FOR : CITY OF GREEN BAY		
	DEALER PD & DELIVERY (PRE DELIERVEY INSPECTION) (DEALER ROLAND EQ		$ 850
	FREIGHT TO WI (FROM FACTORY IN NC)		$ 505
	SURCHRAGE		$ 1,605.44
	INVOCIE TO BE MADE OUT TO ROLAND EQUIPMENT		
	Lead time: UNIT IN STOCK - 510436UBAHH87		
		TOTAL EACH	$ 25,221.19
CUSTOMER SIGNATURE:		QTY	$ 1
* Availability subject to change. Please confirm lead time before ordering.		EXT TOTAL	$ 25,221.19

IF TAX EXEMPT, FURNISH TAX EXEMPTION CERTIFICATE FOR DOOSAN FILES

MEMO: Please note that the leadtime is subject to change.

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL
Unless otherwise expressly notified by Doosan Infracore Portable Power (DIPP), in writing, all of CUSTOMER's order acknowledgments by DIPP and all sales made by DIPP to CUSTOMER shall be governed by these general terms and conditions of sale, which supersede and replace, in all respects, any general terms and conditions of purchase proposed by CUSTOMER. DIPP hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by CUSTOMER. Such additional or different terms shall not be included in this contract.

2. PRICES
(a) Unless otherwise specifically stated by DIPP, prices are in accordance with DIPP's price list in effect at the time of delivery, in U.S. dollars, and do not include the cost of special packing, insurance fees, taxes or duties, or any other charges which may be applicable to the sale, export or import of the goods.
(b) All prices are subject to alteration to conform with the published prices in effect at the date of delivery. Such prices are subject to increase by DIPP at any time upon thirty (30) days notice.

3. SHIPMENT
(a) Unless specified by CUSTOMER, DIPP shall select the method of transportation, including place or places of storage, if necessary, in accordance with the shipping conditions current at the time of or during shipment. Upon CUSTOMER's request and subject to availability, DIPP will arrange to obtain ocean freight space, marine insurance (which shall include standard warehouse to warehouse coverage), war risk insurance and forwarder's services. All such charges shall be payable by CUSTOMER.
(b) All shipments are made for CUSTOMER's account. If shipments are delayed because of delayed payments or insufficient or delayed shipping instructions from CUSTOMER, CUSTOMER shall be charged for storage costs beginning one month after DIPP's notice that the PRODUCTS ordered are ready for shipment and, if PRODUCTS are stored in DIPP's factory, such charge shall be not less than one-half percent (1/2%) per month of the amount invoiced.
(c) Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof, as shipments are made and invoices rendered.
(d) Claims for shortages must be made by CUSTOMER immediately upon receipt of goods.

4. DELIVERY DATE
(a) All dispatch, shipping and delivery dates are estimates only and all such estimates are given on the understanding that CUSTOMER will promptly give all necessary instructions or information to DIPP, including satisfactory assurance to DIPP that CUSTOMER will be able to comply with the agreed terms of payment.
(b) DIPP shall not be liable for loss or damage due to delay in delivery or manufacture resulting from any cause beyond DIPP's reasonable control, including but not limited to, compliance with any government regulations or orders, acts of God, acts or omissions of CUSTOMER, fire, strikes, and factory shut-down. Any delay resulting from any such cause shall constitute cause for extended delivery dates and shall not entitle CUSTOMER to cancel its order.

5. TITLE AND RISK OF LOSS

Title and risk of loss or damage to the PRODUCTS shall pass to CUSTOMER upon tender of delivery F.O.B. DIPP'S manufacturing facility, even if transportation or shipping costs are payable by DIPP, unless otherwise agreed upon by the parties, except that a security interest in the PRODUCTS shall remain in DIPP, regardless of mode of attachment to realty or other property, until full payment has been made therefore. CUSTOMER agrees upon request to do all things and acts necessary to perfect and maintain such security interest and shall protect DIPP'S interest by adequately insuring the PRODUCTS against loss or damage from any cause wherein DIPP shall be named as a loss payee.

6. WARRANTY
DIPP warrants each new PRODUCT sold by it hereunder shall be free from defects in material and workmanship for the periods of time specified in the applicable warranties of DIPP for such PRODUCTS, which are incorporated herein by reference. This warranty shall be conditioned upon:
(a) The return of the defective parts (transportation charges prepaid), if DIPP so desires; and
(b) Recognition by DIPP of the warranty claims as justified.

The warranty does not cover normal wear and tear, damages due to overloading or other misuse or due to negligence in service or maintenance, climatic influence or acts of God, nor does the warranty apply to machines or accessories or attachments which have been repaired or altered without DIPP's consent.

DIPP's obligation under the warranty is expressly limited to the replacement or repair of such part or parts which have proven to be defective.

DIPP does not bear any transportation costs of parts or assemblies in connection with warranty service.

Parts and accessories used in the PRODUCTS, but not manufactured by DIPP, shall be subject to the warranty regulations of the manufacturer.

THE FOREGOING WARRANTY IS EXCLUSIVE. DIPP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DIPP SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS AND LOSS OF USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF DIPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF DIPP WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED.

7. ASSIGNMENT
DIPP may assign any contract of sale, any individual right thereunder or the receivable resulting therefrom, to any third party without CUSTOMER's consent.

8. PAYMENT
(a) Except as otherwise agreed, standard terms of payment shall be cash or a confirmed irrevocable letter of credit (to be confirmed at a bank acceptable to DIPP), for the entire purchase price payable in full upon delivery of the PRODUCT. Any deviation from such standard payment terms shall be subject to DIPP's credit approval with respect to the terms of any credit or deferred payment.
(b) In the event of CUSTOMER failing to pay the full amount due on the stated maturity date, CUSTOMER shall pay to DIPP late interest on the unpaid portion of the purchase price at the annual rate of 2% over the prime rate as established by the Federal Reserve in effect on the date of the unpaid invoice for CUSTOMERS located in the United States, Canada or Mexico and five percent (5%) over London Interbank Rate (LIBOR) in effect on the date of the unpaid invoice for all other CUSTOMERS.
(c) It is expressly agreed that in case of nonpayment or delayed payment, the amount due is automatically increased by ten percent (10%) as liquidated damages; in addition, all legal costs (including attorney's fees) incurred by DIPP as a result of CUSTOMER's nonpayment or delayed payment shall be borne by CUSTOMER.
(d) If, prior to payment, CUSTOMER's financial position is, in DIPP's reasonable judgment, deteriorating, DIPP shall, upon its request be granted adequate security.
(e) CUSTOMER alleging a counterclaim may not withhold payment or offset against payments owed to DIPP, unless CUSTOMER's counterclaim is undisputed by DIPP or adjudicated by a final court decision.
(f) If, in the event of an installment sale, CUSTOMER should fail to pay one of the installments within eight (8) days after the stated maturity date, the outstanding aggregate balance shall accelerate and fall due immediately.
(g) DIPP may, in its sole discretion, accept drafts, bills of exchange, promissory notes or other negotiable payment instruments in lieu of payment; however, they constitute payment only when honored by CUSTOMER. Fees and taxes incurred in connection with such instruments or a protest thereof shall be borne by CUSTOMER. In case such instruments are protested or turn out not to be rediscountable, DIPP may return them to CUSTOMER and demand immediate cash payment
(h) DIPP reserves the right to allocate payments made by CUSTOMER against any amounts due from DIPP's business relations with CUSTOMER, irrespective of the purpose of the payment stipulated by CUSTOMER.

9. EXPORT AND RESALE RESTRICTIONS
CUSTOMER will not sell or export the PRODUCTS, or knowingly sell the PRODUCTS for export, to persons or territories prohibited by the export laws of the United States of America.

10 NO WAIVER
No waiver, modification or addition to any of the above terms and conditions will be binding, unless in writing by DIPP, and no waiver of one breach will operate as a waiver of any subsequent breach.

11. CHOICE OF LAW AND JURSIDICTION
These terms and conditions shall be construed, and the legal relations between CUSTOMER and DIPP shall be determined, in accordance with the substantive laws of the State of North Carolina for CUSTOMERS located in the United States, Canada or Mexico and in accordance with the substantive laws of Ireland for all other CUSTOMERS, except that any rules with respect to conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising in connection with any order by any CUSTOMER located in the United States, Canada or Mexico hereunder shall be finally settled by arbitration conducted in Charlotte, North Carolina under the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with such rules. All disputes arising in connection with any order by all other CUSTOMERS hereunder shall be finally settled by arbitration conducted in Dublin, Ireland under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules.

12. CANCELLATION
CUSTOMER may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement with DIPP as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by DIPP, and CUSTOMER shall indemnify DIPP against any loss resulting therefrom.

13. PATENTS AND TRADEMARKS
DIPP shall defend, or in its sole discretion, effect settlement of any litigation or claim brought against CUSTOMER so far as based on a contention that any PRODUCT of DIPP's design sold to CUSTOMER by DIPP constitutes an infringement of any patent, or on a contention that the DIPP trademarks infringe upon the rights of third parties, provided that DIPP is notified promptly in writing of such litigation or claim and is given the authority, information and assistance (at DIPP's expense) reasonably requested by DIPP for the defense or settlement of same. In such event DIPP shall pay any final and non-appealable judgment and any costs awarded against CUSTOMER in any such litigation to the extent such judgment or costs relate solely to such alleged patent or trademark infringement. The foregoing states the entire liability of DIPP for patent and trademark infringement by any PRODUCT. CUSTOMER agrees to hold DIPP harmless from all liability and litigation expense based upon alleged infringement of any patent or other intellectual property right resulting from equipment added to or changes made in PRODUCTS after they have left DIPP's plant or based on designs furnished by CUSTOMER.

14. SPECIFICATIONS AND IMPROVEMENTS
Unless expressly otherwise provided, DIPP's specifications concerning PRODUCTS are subject to change by DIPP in the course of manufacture without notice to CUSTOMER. It is DIPP's policy to constantly strive to improve its PRODUCTS. DIPP therefore reserves the right to make changes in design, and other changes, whenever DIPP believes its PRODUCTS will be improved thereby, but without any obligation to incorporate any such changes retroactively.

15. TOOLS

The title and right to and possession of any tools, dies, jigs, fixtures or patterns shall remain in DIPP, whether or not the cost, or any part thereof, is charged to CUSTOMER, unless DIPP otherwise specifically agreed in writing.

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.9

To approve the request by Department of Public Works to amend the State/Municipal Agreement (SMA) between the City of Green Bay and Wisconsin Department of Transportation (WisDOT) for project 4987-14-00/71, Manitowoc Road Sidewalk and authorize the Director to execute the agreement.

BACKGROUND

The City and WisDOT entered into a SMA for the installation of sidewalk along Manitowoc Road, Pecan Street, and Hemlock Drive as part of a Transportation Alternatives Program (TAP) project. The SMA provided $558,242 in federal funding to complete both design and construction of the project. Subsequent to the completion of the SMA, the City was given the opportunity to update our anticipated project costs. As costs have risen since the initiation of the project, City staff submitted revised costs to WisDOT. WisDOT has provided an updated SMA, providing $808,107 in federal funding to complete design and construction of the project.

RECOMMENDATION

To approve the revised SMA and authorize the Director to execute.

FISCAL IMPACT

ATTACHMENTS

1. 4987 14 00_71 C GREEN BAY, MANITOWOC RD SIDEWALK REV1 SMA 07062023

STATE/MUNICIPAL AGREEMENT FOR AN INFRASTRUCTURE TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT Subprogram #: 290 Program Name: TAP	Revised Date: 7/6/2023 Date: 1/11/2023 I.D.: 4987-14-00/71 WisDOT UEI #: CBE4JHP1S8H7 Project Sponsor UEI #: TBD FAIN ID: TBD Project Title: C Green Bay, Manitowoc Rd Sidewalk Location/Limit: STH 29 – Hemlock Dr Project Length (if applicable): 1.75 miles Project Sponsor: City of Green Bay County**:** Brown MPO Area (if applicable): Green Bay

The signatory, the **City of Green Bay**, hereinafter called the Project Sponsor, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the transportation project hereinafter described.

Wisconsin Statute 85.021 authorizes the State to administer a program to award grants of assistance to certain political subdivisions, state agencies, counties, local government units, and Indian tribes consistent with federal law 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

The authority for the Project Sponsor to enter into this State/Municipal Agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301(2) of the Wisconsin Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project will be submitted for approval in a federally funded program. The Project Sponsor agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facilities on Manitowoc Road, Pecan Street and Hemlock Drive lack sidewalk. Many pedestrians use the parking and travel lanes in the area to reach shopping and dining locations. The lack of sidewalk on Manitowoc Road also creates a barrier for Wilder Elementary School students to walk and bike to school.

Proposed Improvement - Nature of work: The proposed project will consist of constructing 1.75 miles of new sidewalk on both sides of Manitowoc Road, Pecan Street and Hemlock Drive and will create connectivity to neighborhoods and major intersections with signalized pedestrian crossings. The sidewalk project will connect to recently constructed sidewalk facilities on Main Street.

The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions:

All Project Sponsors and processes, including real estate acquisition and environmental documentation, must comply with *A Sponsor's Guide to Non-Traditional Transportation Project Implementation* (Sponsor's Guide) and the current WisDOT Facilities Development Manual (FDM).

The subject project is funded with 80% federal funding up to a maximum of **$808,107** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **$808,107** federal funding

maximum, in accordance with TAP guidelines. Non-participating costs are 100% the responsibility of the Project Sponsor. Any work performed by the Project Sponsor prior to federal authorization is not eligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

The project is subject to a discretionary Disadvantaged Business Enterprise (DBE) goal assessment. The Catalogue of Federal Domestic Assistance (CDFA) number for this project is 20.205 – Highway Planning and Construction.

The subject project must be commenced within four (4) years of the project award date or the grant is rescinded. Sec. 85.021, Wis. Stats.

1) For construction projects, a project is commenced when construction is begun.
2) For planning projects, a planning project is commenced when the planning study is begun.
3) For non-infrastructure projects that do not fall within any of the above categories, a project is considered commenced on the date that the State receives the first reimbursement request from the Project Sponsor, as noted on form DT1713 in the 'Date Received' field.

Project Award date: 8/25/2022

Commencement deadline: 8/25/2026

Completion deadline: 6/30/2029

The project commencement deadline is fixed by statute and may not be extended.

The subject project must be completed by 6/30/2029, and the Project Sponsor must submit a project completion certificate to the State central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

In the summary funding table below, the federal share of the total estimated cost distribution indicates the maximum amount of federal funding available to the project, to be distributed across federally-funded project phases. The final Project Sponsor share is dependent on the final federal participation, and the actual costs will be used in the final division of costs for billing and reimbursement.

	SUMMARY OF COSTS				
PROJECT TYPE	**Total Est. Cost**	**Federal Funds**	**%**	**Project Sponsor Funds**	**%**
Design ID 4987-14-00					
Design Plan Development	$149,694	$119,755	80%	$29,939	20%+BAL
State Review	$11,760	$9,408	80%	$2,352	20%+BAL
Design Subtotal	$161,454	$129,163	80%	$32,291	20%+BAL
Construction ID 4987-14-71					
Participating Construction	$1,116,533	$614,046	80%	$502,487	20%+BAL
Construction Engineering	$102,406	$56,319	80%	$46,087	20%+BAL
State Review	$15,600	$8,579	80%	$7,021	20%+BAL
Construction Subtotal	$1,234,539	$678,944		$555,595	20%+BAL
Total Est. Cost Distribution	**$1,395,993**	**$808,107**	**MAX***	**$587,886**	**N/A**

*This project has a TAP federal funding maximum of **$808,107**. This maximum is cumulative for all federally funded project phases.

This request is subject to the terms and conditions that follow (pages 4–10) and is made by the undersigned under proper authority to make such request for the designated Project Sponsor and upon signature by the State shall constitute agreement between the Project Sponsor and the State. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally but only by an instrument in writing duly executed by both parties to this State/Municipal Agreement.

Signed for and in behalf of the **City of Green Bay** _____(please sign in blue ink)

Name	Title	Date

Signed for and in behalf of the **State**_____(please sign in blue ink)

Name	Title	Date
Scott Nelson, P.E.	Northeast Region SPO Manager	
Name	***Title***	***Date***

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.

2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.

3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation.* The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

    a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).

    b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.

    c. All applicable DBE requirements that the State specifies.

    d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

4. Additional applicable state and federal requirements may include, but are not limited to, the following:

    a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.

    b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.

    c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:

    a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.

    b. Storm sewer mains necessary for the surface water drainage.

    c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.

f. New installations or alteration of street lighting and traffic signals or devices.

g. Landscaping.

h. Preliminary Engineering.

i. Real estate for the improvement.

j. State Review Services.

k. Other eligible TAP non-infrastructure items as enumerated in the approved application.

6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.

7. State Disbursements:

   a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.

   b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.

   a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

   b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.

   c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.

   d. Conditioning, if required and maintenance of detour routes.

   e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

   f. All work related to underground storage tanks and contaminated soils.

   g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).

10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.

11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation.* The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted

12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.

13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.

14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.

15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.

16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.

17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.

18. The project is subject to a discretionary DBE goal assessment.

19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.

20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.

21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.

22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.

23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.

24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332–(a) as amended effective November 12, 2020.

25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.

26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

27. When applicable to the project, the Project Sponsor will at its own cost and expense:

    a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

    b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.

    c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.

    d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

    e. Provide relocation orders and real estate plats and easements, as required by the project.

    f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.

    g. Provide maintenance and energy for lighting.

h. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

28. It is further agreed by the Project Sponsor that:

a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.

b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted, or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.

d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

30. Responsibility for Damage and Tort Claims: The Project Sponsor and the Project Sponsor's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Project Sponsor; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Project Sponsor; or because of any claims or amounts recovered for any infringement by the Project Sponsor of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the Project Sponsor's employees; or any other law, ordinance, order or decree relating to the Project Sponsor's operations. So much of the money due the Project Sponsor under and by virtue of the contract as shall be considered necessary by the State for such purposes, may be retained for the use of the State; or, in case no money or insufficient money is retained, the Project Sponsor's surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the State; except that money due the Project Sponsor will not be withheld when the Project Sponsor produces satisfactory evidence that the Project Sponsor is adequately protected by public liability and property damage insurance. The Project Sponsor also shall comply with all of the above requirements indemnifying and saving harmless the county, town, or municipality in which the improvement is made and each of them separately or jointly and officers and employees.

The State shall not be liable to the Project Sponsor for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Project Sponsor for damages or delays resulting from injunctions or other restraining orders obtained by third parties except where the damage or delay is a direct result of an injunction or restraining order obtained by a citizen's action alleging violations of 42 U.S.C. 4331 - 4332, 23 U.S.C. 138 or Public Law 91-646.

It shall be the Project Sponsor's responsibility to see that all of the contract operations incident to the completion of the contract are covered by public liability and property damage liability insurance so the general public or any representative of the contracting authority may have recourse against a responsible party for injuries or damages sustained as a result of the contract operations. This requirement shall apply with equal force, whether the work is performed by the Project Sponsor, by a subcontractor or by anyone directly or indirectly employed by either of them.

It is the express intent of this provision that a Project Sponsor that is a county, town or municipality may and should contractually pass on this entire Responsibility for Damage and Tort Claims provision to any public and private entities with which it may subcontract any of the work covered by this State/Municipal Agreement.

a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.

b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.

31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:

    a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;

    b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;

    d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and

    e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.

32. *Contract Modification: This State/Municipal Agreement* can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.

33. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.

34. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein

and, in any deed, executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

35. Nothing in this State/Municipal Agreement shall be construed as a waiver of the State's sovereign immunity.

PROJECT FUNDING CONDITIONS

36. Non-Appropriation of Fund: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

37. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

    In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

    Records pertaining to the performance of the State/Municipal Agreement are subject to disclosure pursuant to Wis. Stats. Sec. 19.31 et seq., and shall be preserved by the Project Sponsor.

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **$808,107** is cumulative for all federal funded project phases.

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.10

To approve the request by Downtown Green Bay Inc. to add a public trash can on the west side of Washington Street at the Northland Avenue intersection with the Department of Public Works being responsible for emptying and maintaining the public trash can.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.11

To approve the acceptance of a grant agreement of $85,635.00 from the Fund for Lake Michigan to hire a consultant for the East River Flood Mitigation Study.

BACKGROUND

The City of Green Bay (City) proposes to improve flood hazard conditions along the East River through development of a planning approach that addresses needs and is consistent with the Brown County 2020 All Hazards Mitigation Plan. City residents within the floodplain of the East River face frequent flooding due to changes in the frequency and intensity of storm events, undersized stormwater infrastructure and development pressure in flood prone zones. Sixteen flood and flash flood events have occurred in Brown County since 1990, impacting critical City facilities, public health and safety, infrastructure, and economics. Areas adjacent to the East River are identified by FEMA as areas at greatest risk for flood hazards. The City's overall goal of this project is to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned or managed properties. This project will collect and review existing data, including available models; complete modeling and conveyance assessments; prepare concept plans for three flood mitigation solutions, and one preliminary plan to address flooding threats. A variety of stakeholders and project partners will be involved in the planning process, to mitigate flooding hazards and reduce flood levels during peak storm events. The City will use funding from the Fund for Lake Michigan to support the planning and development of flood mitigation strategies along the East River. By funding this project, the City will take the necessary steps towards implementing flood mitigation controls on municipally owned or managed lands within the East River floodplain, benefiting residents, City infrastructure and facilities, public health and safety, and improving water quality to the East River and Bay of Green Bay/Lake Michigan. Construction or additional design work will be funded under separate grant funding.

RECOMMENDATION

To approve a grant agreement of $85,635 from the Fund for Lake Michigan.

FISCAL IMPACT

Grant match of $1,250 provided by in-kind staff time.

ATTACHMENTS

1. Grant Acceptance_East River Flood Mitigation Plan Project_Fund for Lake Michigan

GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: Public Works **DATE:** 03/03/2023

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Melissa Schmitz/Resiliency Coordinator

APPROPRIATE COMMITTEE: Improvement & Services

NAME OF GRANT/FUNDING SOURCE: East River Flood Mitigation Planning Project/ Fund for Lake Michigan

AMOUNT OF GRANT REQUEST: $85,635 **LOCAL MATCH REQUIREMENT:** $1,250

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

TIMEFRAME OF GRANT: 07/1/2023 through 06/30/2024

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

PURPOSE OF GRANT (summary): Develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned properties. The project will update and examine existing data and H&H modeling studies, prepare concept plans for 3 flood mitigation solutions, and 1 preliminary plan to address flooding threats.

How does the grant meet City/Department needs? The project supports the City's goals of improving flood hazard conditions along the East River and is consistent with the Brown County 2020 All Hazards Mitigation Plan (adopted by GB CC on 02/02/2021).

What are the personnel requirements (include both existing and new staff) of the grant? Resiliency Coordinator (RC) and Stormwater Utility Engineer will contribute staff time, i.e. data gathering, meetings, consultant coord.,review/input into deliverables.

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: $39,000 **CFDA/STATE ID #:** _____

LOCAL MATCH REQUIREMENT: $1,250

Please describe the source of match, if applicable: In-kind staff time contributions.

Please describe any major changes in proposed grant-funded activities: _____

Please describe what the grant money will be spent on: Engineering Consultant costs and ~5% of RC's salary.

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

Fund for Lake Michigan
Clearly making a deep impact.

At the Global Water Center
247 W. Freshwater Way, Suite 210, Milwaukee, WI 53204
414-418-5008 | fundforlakemichigan.org

1. Name of Organization	2. Project Title:
City of Green Bay	City of Green Bay East River Flood Mitigation Project

3. Brief Summary of the Project: *Please include: 1) the problem the project intends to address, 2) the activities your organization will conduct for this project, and 3) the outcomes you hope to achieve for water quality. Your summary should fit in this box.* ***Please note that this document will be shared directly with the trustees of the Fund for Lake Michigan.***

City of Green Bay residents and businesses within the floodplain of the East River face frequent flooding due to changes in the frequency and intensity of storm events, undersized stormwater infrastructure and development pressure in flood prone zones. Sixteen flood and flash flood events have occurred in Brown County since 1990, impacting critical facilities, public health and safety, infrastructure, and economics. The combination of increased runoff and inadequacies within the current stormwater infrastructure has led to major flooding and increased stormwater pollution discharge to the East River, Bay of Green Bay, and Lake Michigan. These extreme rainfall events and flooding have increased during the last century and are expected to continue under future climate predictions.

The City of Green Bay (City) seeks funding to develop flood mitigation strategies to protect critical infrastructure and human health and safety. As part of this project, the City will work closely with partners, contracted staff and the community to complete the following: 1) a concept level study/design for flood water storage systems at three locations on municipal owned lands within the East River floodplain; and 2) move one priority project forward through the preliminary stage, with the goal of having a shovel -ready project at the completion of this project. In collaboration with a variety of capacity-building stakeholders, the City has the opportunity to leverage a growing watershed-focused effort to plan and implement nature-based solutions to make the City a resilient coastal community.

The overall goal is to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned or managed properties. Long-term benefits from this project will include a more resilient and connected community, enhanced habitats, flourishing native plants and pollinators, improved water quality, increased stormwater capacity, reduced local costs associated with short-term/emergency critical infrastructure improvements, and engaged residents with a shared appreciation for their community and surrounding watersheds.

Mitigating flood risk will reduce the enormous costs associated with taxpayer funded disaster relief, including damages to streets, bridges, stormwater and private property. Mitigation will also protect critical community facilities, reduce exposure to liability, and minimize community disruption. The most cost-effective solution is to implement mitigation strategies before a large storm event, and to ensure these investments are resilient and last for decades. This project will start the planning phase to implement these mitigation strategies for long-term benefits to the community.

Fund for Lake Michigan

Fund for Lake Michigan Budget Template

Grantee Name: City of Green Bay
Project Name: City of Green Bay East River Flood Mitigation Project
Grant Period: July 2023 - December 2024
Total Project Expenses: $375,885
Amount Requested from the Fund for Lake Michigan: $85,635

Proposed Project Expenses (See Instructions) **NOTE:** *Please add rows for specific line items under each category.*	**Total Project Expenses**	**Fund for Lake Michigan Share**
Salaries, Taxes, and Benefits - By Position (see Instructions)		
Resiliency Coordinator	17,635	5,000
Stormwater Utility Engineer	1,250	
Subtotal Salaries and Benefits	*18,885*	*5,000*
Materials and Supplies *Provide identify individually material purchases in excess of $5,000*		
Subtotal Materials and Supplies	*0*	*0*
Equipment *Please identify individually equipment purchases in excess of $5,000*		
Subtotal Equipment	*0*	*0*
Other Direct Expenses *Please identify individually items in excess of $5,000*		
Subtotal Other Direct Expenses	*0*	*0*
Contract Services *Please identify individually contract services in excess of $5,000*		
Project Coordination and Data Collection	13,500	10,200
Flood and Conveyance Modeling	15,500	11,600
Flood Mitigation Concepts and Cost-benefit	27,000	20,335
Summary Technical Memo	8,500	6,500
Preferred Concept Topo Survey	7,500	5,700
Preferred Concept 90% Design	35,000	26,300
Implementation	250,000	
Subtotal Contract Services	*357,000*	*80,635*
Indirect Expenses (see Instructions)	*0*	*0*
	0	
Subtotal Indirect Expenses	*0*	*0*
Total Project Expenses	375,885	85,635

Proposed Project Revenue (See Instructions) **NOTE:** *Please add rows for specific line items under each category.*	**Secured, Pending, Planned, or In-kind**	**Total Project Revenue**
Fund for Lake Michigan	Planned	85,635
Wisconsin Coastal Management Program - planning	Recommended for Funding	39,000
Natural Resource Damage Assessment - implementation	Planned	250,000
City of Green Bay	In-kind	1,250
Total Project Revenue		**375,885**

From: Casey Eggleston
To: Melissa Schmitz
Subject: Grant Contract
Date: Monday, April 10, 2023 10:04:33 AM
Attachments: City of Green Bay grant contract.pdf

Hello Melissa,

It is my pleasure to inform you that the trustees of the Fund for Lake Michigan have approved a grant of $85,635 to the city of Green Bay to support the East River Flood Mitigation Project.

The Fund for Lake Michigan is a donor-advised fund of the Greater Milwaukee Foundation, Inc. You should receive your initial grant payment directly from the GMF once the attached grant agreement is signed and returned to the Fund for Lake Michigan. The grant agreement includes payment dates, reporting requirements and other important information and conditions of the grant. Please check the reporting and payment dates to make sure they make sense for your project, then send the signed contract electronically to casey@fundforlakemichigan.org.

We are excited about this project and are honored to support your organization. For all publications and correspondence, please refer to this as a grant from the **Fund for Lake Michigan**. The Fund's name and logo should appear in publications, electronic materials, and on signs for events or projects supported by the grant.

Congratulations and best wishes. We look forward to hearing updates on your progress and hope that you will not hesitate to contact the Fund if we can further assist your efforts.

--

Casey Eggleston

Program Officer, Fund for Lake Michigan

Global Water Center

247 W. Freshwater Way, Suite 210

Milwaukee, WI 53204

Ph: 608-334-7788

casey@fundforlakemichigan.org

A fund within the Greater Milwaukee Foundation
c/o Greater Milwaukee Foundation
101 W. Pleasant St., Milwaukee, WI 53212
phone: (414) 272-5805

Fund for Lake Michigan Grant Agreement for Grant: 114723

The grant to your organization from the Fund for Lake Michigan (the Fund) at the Greater Milwaukee Foundation (the Foundation) is for the explicit purpose(s) described below and in your grant application to the FFLM and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, **return one signed copy of this grant contract to the Fund for Lake Michigan via email to casey@fundforlakemichigan.org.**

Grant Information

Grantee name:	City of Green Bay		
Amount of grant:	$85,635	**Date authorized:**	03/21/2023
Grant purpose:	East River Flood Mitigation Project		
Grant period begins:	7/1/2023	**Ends:** 6/30/2024	
Payment schedule:	$80,000 on 7/1/2023 and $5,635 on 6/30/2024		
Reporting schedule:	A final report is due 6/30/2024		
Special conditions:			
	if section IIA applies, final payment may not be issued until signage and other requirements have been met		

Special Provisions

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

Please read the following carefully:

I. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described in the grant application and in accordance with the approved budget. The program is subject to modification only with prior written approval from the Fund and the Foundation.

A. The grantee shall return to the Foundation any unexpended funds:

1. if the Fund or Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget,
2. if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code, or
3. if the grant period has ended.

B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates, or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study, and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Fund for Lake Michigan or the Greater Milwaukee Foundation.

C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.

D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.

E. Private entities receiving funds from the Fund must solicit competitive bids for all contracts and other expenses estimated to be over $50,000. Public entities receiving funds from the Fund must follow their own procurement laws and policies.

II. SIGNAGE AND PUBLICITY

A. The grantee will include the Fund's logo and denote the Fund as a supporter of the project on printed materials, event announcements, the grantee's or project's website, and other media.

B. When applicable, Fund staff will be included in major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, and award ceremonies.

C. The grantee is encouraged to acknowledge the Fund's support on social media and to follow the Fund for Lake Michigan on Twitter, Facebook, and LinkedIn.

D. The grantee will periodically share other photos, video clips, news articles, and other outreach materials that show the impact of the Fund's grant. These materials can be sent directly to Fund staff.

E. The grantee will, when asked, report on efforts to recognize the Fund for its support.

III. OPERATIONS AND MAINTENANCE

For all on-the ground restoration and infrastructure projects, the grantee **will maintain the project for at least five years.** If the Project fails to perform as anticipated, or if maintaining the Project is not feasible, then the grantee will provide a report to the Fund explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project may make the grantee ineligible for future Fund for Lake Michigan funding, until the grantee corrects the maintenance problems.

IV. REPORTING REQUIREMENTS

Reports will be submitted according to the following schedule:

- A final report is due on: 6/30/2024

Reports should be submitted using the Fund for Lake Michigan's online grant system at https://www.grantinterface.com/lakemi/Common/LogOn.aspx. Please contact Casey Eggleston at casey@fundforlakemichigan or 608-334-7788 should you have any questions or problems submitting your reports. Grantees who fail to submit reports may delay or forfeit pending or future grant payments.

For on-the-ground restoration or infrastructure projects, reports should include before and after photos of the project site.

V. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Fund for Lake Michigan and the Greater Milwaukee Foundation have no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:

_____

Signature of Representative

_____

Print Name and Title

_____

Date

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.12

To approve the acceptance of the grant agreement contract of $39,000.00 from the Wisconsin Coastal Management Program to hire a consultant for the East River Flood Mitigation Study.

BACKGROUND

: The City of Green Bay (City) proposes to improve flood hazard conditions along the East River through development of a planning approach that addresses needs and is consistent with the Brown County 2020 All Hazards Mitigation Plan. City residents within the floodplain of the East River face frequent flooding due to changes in the frequency and intensity of storm events, undersized stormwater infrastructure and development pressure in flood prone zones. Sixteen flood and flash flood events have occurred in Brown County since 1990, impacting critical City facilities, public health and safety, infrastructure, and economics. Areas adjacent to the East River are identified by FEMA as areas at greatest risk for flood hazards. The City's overall goal of this project is to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned or managed properties. This project will collect and review existing data, including available models; complete modeling and conveyance assessments; prepare concept plans for three flood mitigation solutions, and one preliminary plan to address flooding threats. A variety of stakeholders and project partners will be involved in the planning process, to mitigate flooding hazards and reduce flood levels during peak storm events. The City will use Wisconsin Coastal Management Program funding to support the planning and development of flood mitigation strategies along the East River. By funding this project, the City will take the necessary steps towards implementing flood mitigation controls on municipally owned or managed lands within the East River floodplain, benefiting residents, City infrastructure and facilities, public health and safety, and improving water quality to the East River and Bay of Green Bay/Lake Michigan. Construction or additional design work will be funded under separate grant funding.

RECOMMENDATION

To approve the grant agreement contract of $39,000 from the Wisconsin Coastal Management Program.

FISCAL IMPACT

Grant match of $79,048 provided by a grant from the Fund for Lake Michigan.

ATTACHMENTS

1. Grant Acceptance_East River Flood Mitigation Plan Project_WI Coastal Management Program

GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: Public Works **DATE:** 11/04/2022

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Melissa Schmitz/Resiliency Coordinator

APPROPRIATE COMMITTEE: Improvement & Services

NAME OF GRANT/FUNDING SOURCE: East River Flood Mitigation Planning Project/ WI Coastal Management Prog.

AMOUNT OF GRANT REQUEST: $39,000 **LOCAL MATCH REQUIREMENT:** $79,048

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

TIMEFRAME OF GRANT: 08/01/2023 through 08/01/2024

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

PURPOSE OF GRANT (summary): Hire an engineering consultant to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned properties. The project will update and examine existing data and H&H modeling studies, prepare concept plans for 3 flood mitigation solutions, and 1 preliminary plan to address flooding threats will be brought to 90% design.

How does the grant meet City/Department needs? The project supports the City's goals of improving flood hazard conditions along the East River and is consistent with the Brown County 2020 All Hazards Mitigation Plan (adopted by GB CC on 02/02/2021).

What are the personnel requirements (include both existing and new staff) of the grant? Resiliency Coordinator (RC) and Stormwater Engineer will contribute staff time, i.e. data gathering, meetings, consultant coord.,review/input into deliverables.

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: $39,000 **CFDA/STATE ID #:** _____

LOCAL MATCH REQUIREMENT: $79,048

Please describe the source of match, if applicable: Fund for Lake Michigan grant award and in-kind staff time contributions.

Please describe any major changes in proposed grant-funded activities: _____

PART	*TO:* *DATE:*	*TO:* *DATE:*
#1: Request to Apply	Finance Dept	FC – Info/Action
#2: Request to Accept	Finance Dept	FC – Action

FC = Finance Committee

GRANT TRACKING FORM

Please describe what the grant money will be spent on: Engineering consultant costs and ~15% of RC's salary.

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

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
Tony Evers, Governor
Kathy Blumenfeld, Secretary
Dawn Vick, Division Administrator

June 30, 2023

Melissa Schmitz
City of Green Bay
100 N Jefferson St
Rm 300
Green Bay, WI 54301-5026

Ms. Schmitz:

RE: Wisconsin Coastal Management Program Grant Agreement No. AD239125-024.17

Enclosed is one copy of the proposed grant agreement between City of Green Bay and the Department of Administration (DOA), Division of Intergovernmental Relations. Your award is subject to the conditions described in Attachments A, B, E, AND F of the Award. If your grant amount is over $100,000, you are required to complete and return federal form CD-512, "Certification Regarding Lobbying." Please sign the grant agreement and form CD-512 (if applicable) and return all pages of the documents within 20 days of receipt.

You will receive one copy of the fully executed agreement, along with the DOA purchase order covering this agreement. The Coastal Management Grant agreement will become effective on the date of the DOA signing.

Please review all the materials carefully and distribute them to the appropriate members of your organization. We look forward to a close and complementary working relationship with you. If we may be of further assistance, please call me at (608) 267-7982.

Sincerely,

Michael Friis, Manager
Wisconsin Coastal Management Program

Enclosures

cc: Dawn Vick, Administrator
Division of Intergovernmental Relations

Kate Angel, Program and Policy Analyst
Wisconsin Coastal Management Program

GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF GREEN BAY

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF GREEN BAY** ("Grantee") with a UEI Number of ZCUZDCHFP7C6, for the Performance Period of the date this agreement is signed by the State through **June 30, 2024**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **Thirty-Nine Thousand** Dollars (**$39,000.00)** and the Grantee agrees to provide **Seventy-Nine Thousand Forty-Eight** Dollars (**$79,048.00**) for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

1) This Agreement (including all attachments)
2) Grantee's Proposal (as accepted by the State) See Attachment A

CITY OF GREEN BAY	**STATE OF WISCONSIN** **DEPARTMENT OF ADMINISTRATION** **DIVISION OF INTERGOVERNMENTAL** **RELATION**
BY: _____	**BY:** _____
Steven Grenier	**Dawn Vick**
TITLE: **Public Works Director**	**TITLE:** **Administrator**
DATE: _____	**DATE:** _____

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Melissa Schmitz**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.

2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.

3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2023** through **June 30, 2024** (the "Performance Period")**.**

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves

a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Adminstration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq*.; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA22NOS4190085**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **33**% of the total cost or not to exceed **Thirty-Nine Thousand** Dollars **($39,000.00)**. The Grantee shall provide **67**% of the total cost, or **Seventy-Nine Thousand Forty-Eight** Dollars **($79,048.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.

2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and submitted electronically.

a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.

b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx).

ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.

2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.

3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.

4. Final Work Products - Submit one copy in digital/electronic format of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 36. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal

Attachment A
Grant Agreement # AD239125 – 024.17

1. Type of Project (check one):	☐ Coastal Wetland Protection and Habitat Restoration ☐ Nonpoint Source Pollution Control ☒ Coastal Resources and Community Planning ☐ Great Lakes Education ☐ Public Access and Historic Preservation
2. Project Title (max. 15 words): City of Green Bay East River Flood Mitigation Planning Project	
3. Organization applying: City of Green Bay	**5. Unique Entity Identifier:** 39-6005458
4. Contact Person and Organization's Address: Melissa M. Schmitz, 100 N Jefferson St., Room 300, Green Bay, WI **54301-5026** ***Nine-digit zip code required*** **Phone: 920-360-9889** **Email:** **melissa.schmitz@greenbaywi.gov**	**6. Primary County where project is located:** Brown County
	7. Other Counties where project is located: N/A
	8. Congressional District #: 8
	9. State Senate District #: 30
	10. State Assembly District #: 90
11. Total Project Cost: $118,048	
12. WCMP Share: $39,000	**14. WCMP Percent of Total Project Cost: 33%**
13. Applicant Share: $79,048	**15. Applicant Percent of Total Project Cost: 67%**

16. Brief Summary of the Project (300 word maximum) Consider completing this portion of the application last, to summarize your proposal.

a. Project Description (1-2 paragraphs)

The City of Green Bay (City) proposes to improve flood hazard conditions along the East River through development of a planning approach that addresses needs and is consistent with the Brown County 2020 All Hazards Mitigation Plan. City residents within the floodplain of the East River face frequent flooding due to changes in the frequency and intensity of storm events, undersized stormwater infrastructure and development pressure in flood prone zones. Sixteen flood and flash flood events have occurred in Brown County since 1990, impacting critical City facilities, public health and safety, infrastructure, and economics. Areas adjacent to the East River are identified by FEMA as areas at greatest risk for flood hazards.

The City's overall goal of this project is to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned or managed properties. This project will collect and review existing data, including available models; complete modeling and conveyance assessments; prepare concept plans for three flood mitigation solutions, and one preliminary plan to address flooding threats. A variety of stakeholders and project partners will be involved in the planning process, to mitigate flooding hazards and reduce flood levels during peak storm events.

b. Project Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable) The project should have at least one task. If there are more than five tasks, please combine tasks if possible and/or provide additional detail in the Methodology section.

Task	**Description**
1. Kickoff meeting	1. Kick-off meeting with City, consultant and stakeholders to discuss roles, deliverables and schedule.
2. Coordination and Data Collection	2. Plan four additional meetings with City, consultant and stakeholders. Review past flood studies, models and reports, assemble data. Conduct field visits for additional data as needed.
3. Analysis and Conveyance Assessment	3. Update and run existing H&H models and model the 100- and 500-year Atlas 14, 24-hour storm events for all modelled scenarios. Evaluate inundation areas and identify buildings and infrastructure inundated for the storm events. Run sensitivity models to analyze conveyance. Provide analysis reports and figures.
4. Solutions and Planning-Level Cost-Benefit Analysis	4. Determine three project areas for flood mitigation concepts based on Task 3 outputs. Create concept level designs, cost estimates, and develop a planning-level cost benefit analysis for each of the proposed concepts. Take one priority concept plan through the preliminary design stage.
5. Summary Memo	5. Provide a summary memo for Tasks 3 and 4.

Example

Task	***Description***
1. Report	*1. A final report containing the findings and recommendations of the project will be completed and distributed to participants*

	and local decision-makers.
2. Public Outreach	*2. The organization will host at least five public meetings.*
3. Website	*3. A website will include information about public meetings. Any plans and reports will be published on the website.*
4.	*4.*
5.	*5.*

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

The Lower East River Watershed is a subwatershed of the East River Watershed, located within the Lower Fox River Basin in Brown County, Wisconsin. The Lower East River Watershed drains approximately 28,696 acres which eventually drains into the Bay of Green Bay, and through the bay to Lake Michigan. Historically, this area was forested with many riparian wetlands. European settlement has led to removal of forests and natural areas; farming, industry and urban development has led to draining of wetlands and poor water quality. In addition, this has led to increased runoff and flood level volumes during peak storm events and spring thaw. Significant erosion has occurred during high flow events caused from increased drainage, flooding, and lack of native riparian vegetation, resulting in poor water quality. Floodplains and wetlands are important areas that reduce flood waters and sedimentation, and store floodwaters. In addition, stormwater drainage systems provide important flood protection. New development and redevelopment incorporate stormwater management measures that provide greater flood water protection, however; earlier stormwater management systems within the City are not designed to accommodate a peak storm event. The majority of the East River flooding is located within an older part of the City, which has aging or undersized stormwater infrastructure, if any at all.

Brown County and City residents face frequent flooding on a regular basis, inundating floodplain areas adjacent to the East River. Since 1990, sixteen flood and flash flood events have occurred within Brown County, causing various impacts to City facilities, public health and safety, infrastructure, and economics. In some circumstances, these flooding events led to cumulative effects such as fire, hazardous material releases, infectious disease, wastewater treatment plant failure, transportation disruption, and power outages. A significant event on September 17, 2018 resulted in 50 people being recused from cars trapped in floodwater, 100 people evacuated from buildings and 70 residents left homeless. In March 2019, a massive snowmelt combined with heavy rain over frozen ground flooded homes along the East River near and in Green Bay, resulting in 50 homes being condemned and millions in disaster repairs. Over the last two decades, flood events have occurred every few years, and are expected to increase in frequency and intensity with a changing climate. This project will use existing models developed in part with WCMP funding, to better define flood zones and conveyance concerns; and develop mitigation strategies with corresponding concept and preliminary plans to reduce the severity of flooding and associated health and safety concerns within the City.

The City will use WCMP funding to support the development of flood mitigation strategies along the East River. By funding this project, the City will take the necessary first step towards implementing flood mitigation controls on municipally owned or managed lands within the East River floodplain, benefiting local residents, City infrastructure and facilities, public health and safety, and improving water quality to the East River and Bay of Green Bay/Lake Michigan. Construction or additional design work will be funded under separate grant funding.

2. Project Description:

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
b. Describe how this project is part of an integrated effort or approach.

a. The City seeks funding to support the development of flood mitigation strategies for up to three municipal-owned properties within the East River floodplain. The overall goal is to provide concept designs, cost estimates and one preliminary design to support an implementation framework for construction of flood mitigation strategies within the City's East River floodplain. The project will analyze existing studies, models, and reports; collect additional data; update existing conditions flood modeling; provide conveyance assessment scenarios; develop concept sketches; one preliminary design; and provide a cost benefit analysis. The City intends to utilize a hydrologic model under development by Wisconsin Sea Grant and University of Wisconsin – Madison. This hydrologic model, which was funded in part by WCMP, will be used to model the three potential mitigation strategies. Grant funding is needed to develop the implementation framework to identify, prioritize and design shovel-ready projects that can be funded through a variety of local, state or federal sources. Implementing flood mitigation projects will reduce flood risk damage, increase flood protection, and have a lasting water quality benefit to East River and Lake Michigan.

b. The East River Collaborative (ERC) was established with grant funding support from WCMP and is a community of stakeholders across the East River Watershed who collaborate to support the resiliency of the East River and the human and ecological communities alongside it. ERC brings together a variety of stakeholder groups including local governments, state and federal agencies, legislators, technical experts, universities and non-profit organizations with the goal of collectively achieving a common vision of a more resilient, flood-prepared East River Watershed. This proposal aligns with the goals and objectives of the ERC and will rely on the core team for education and outreach support and project input during the planning process. The core team is

comprised of partners from the Nature Conservancy, Wisconsin Sea Grant, NEW Water, and the University of Wisconsin-Madison.

This project also complements several ongoing, collaborative efforts to increase flood resiliency including the Brown County 2020 All Hazards Mitigation Plan and Lower East River 9-Key Element Plan. The East River is identified by FEMA as an "area at greatest risk" area affected by flood hazards. Flood mitigation planning projects are needed within the watershed to meet the flood resiliency and water quality goals identified in these plans, especially within urban areas. With changing weather patterns and precipitation events, managing stormwater runoff and flooding is essential to maintaining a healthy environment.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
b. Describe the extent to which the project permanently addresses the problem or need. How will results of the project be sustained after the funding period ends? What will the long-term impacts of the project be?
c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	• Acres of habitat restored or protected
Nonpoint Source Pollution Control	• Reduction in tons of soil erosion/sedimentation
Great Lakes Education	• Number of people trained • Projected audience
Coastal Resources and Community Planning	• Number of municipalities included in a plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	• Linear feet of coastline made accessible or acquired • Acres Acquired

a. The project is located adjacent to the East River, which flows into the Fox River, and to the Bay of Green Bay/Lake Michigan. The upstream watershed is largely agricultural with minimal natural buffer areas, which has resulted in erosion and degraded water quality downstream. The current floodplain has largely been developed and cannot store flood water during high runoff events or overbank flows. This project intends to protect the local community by reducing flood risk, as well as benefit water quality and native wildlife through implementation of up to three mitigation strategies, which will increase conveyance and/or flood storage. Increasing flood storage will result in increased stormwater capacity, reduced sediment loading and improved water quality, increased infiltration from native tree/shrub plantings, greater species diversity and native habitat in an urban environment and will allow downstream runoff to move through the system prior to receiving runoff from further upstream.

b. The flood mitigation plan will serve as a guide to implementing flood mitigation strategies at up to three locations. This plan will focus on lasting flood resiliency and will provide a case study for future project within the City and across the watershed. Without grant funding, the City is unable to move these important projects forward, which will have lasting positive impacts to water quality, public health and safety and economic stability.

c. This project will contribute to and benefit from on-going planning initiatives. The proposed flood mitigation plan is needed to provide a framework for continued management and implementation of corrective actions to improve flood resiliency and secure other grant-funded opportunities for the City and surrounding watershed. This project aligns with goals and objectives of the following plans:
   - East River Collaborative (Lowe East River Restoration Plan): https://east-river-collaborative.tnc.org/documents/TNC::lower-east-river-restoration-plan/explore
   - Brown County 2020 All Hazards Mitigation Plan: https://www.browncountywi.gov/i/f/files/Emergency-Management/All%20Hazards/FINAL%20AHMP%202020.pdf
   - Lower East River Nine Key Element Watershed Plan: https://dnr.wisconsin.gov/topic/Nonpoint/9keyElement/planMap.html
   - The Lake Michigan Lake Wide Action and Management Plans (https://www.epa.gov/greatlakes/lake-michigan), which identifies open space multi-use opportunities and tools for flood retention parks and open space.

- The WDNR State of the Lakeshore Basin (http://dnr.wi.gov/water/basin/lakeshore/lakeshore_main.pdf), which works with municipalities to adopt and enforce storm water control ordinances.
- WI Wildlife Action Plan (http://dnr.wi.gov/topic/wildlifehabitat/actionplan.html), which addresses loss of floodplains from shoreline development.

d. The goal of this project is to develop flood mitigation strategies that focus on flood resiliency centered on planning and implementation of opportunities for construction of improved conveyance and/or flood storage systems. This project will produce concept plans for flood water storage systems at three locations on municipal owned lands within the East River floodplain with a goal to provide flood water improvements with the East River floodplain. One priority project will move forward through the preliminary stage. Project results will be measured by completion of the planning stage, guiding reduction of flood water and storm waters, reduction in impervious surface area, expanded infiltration area, and increased area of wildlife and shoreline habitat. Flood resiliency benefits associated with the selected design plans will be quantified once the designs are complete and will be reported to WCMP.

4. Methodology and Timetable

a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.
Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).
b. Provide a list of tasks or deliverables. Describe how you will develop the work products and/or achieve tasks. "Measurable results" from Section 3d should be incorporated into this section.
c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. The following provides of timeline for the flood mitigation planning project:
- July-August 2023: Grant award and contracting
- August 2023: Kick-off meeting with consultant, City staff, and stakeholders
- September – October 2023: Data collection (review of past reports, studies, projects)
- October – December 2023: Analysis and conveyance assessments, modeling, cost-benefit analysis
- January – February 2024: Development of flood mitigation concepts for three locations.
- March – June 2024: Completion of preliminary plan and final report

b. The City will work closely with partners, contracted staff, and the community to complete the following tasks as part of this project:

Task 1: Project Coordination and Data Collection
This task includes planned meetings and initial collection of existing hydrologic and hydraulic models along with storm sewer data, GIS databases, past studies within the area of analysis. They City will hold consultant and stakeholder meetings as needed. The data collection and review portions will include assembly of GIS of drainage basin boundaries, land uses, existing inundation shapefiles, storm sewers and other drainage infrastructure, soil conditions, topography, and aerial photography. In addition, review data from past studies, reports and projects, including the latest Citywide Stormwater Management Plan, recent projects associated with flooding along the East River, the latest FEMA Flood Insurance Study and Wisconsin Department of Natural Resources (WDNR) watershed reports. Field visits will be conducted by consultant staff as needed.

Task 2: Flood Mitigation Analysis and Conveyance Assessment
The analysis and conveyance assessment will update and run existing H&H Models, H&H Models from the City to evaluate existing flooding throughout the East River Flood Analysis Area. The consultant will model the 100-, and 500-year Atlas 14, 24-hour storm events for all modelled scenarios. The analysis area will be bordered on the south by the limits of the City of Green Bay and the northeast by the East River's confluence with the Fox River. In addition, the City's consultant will evaluate inundation areas for two storm events and run sensitivity models to analyze conveyance. Deliverable for Task 2 include updated Hydrologic/Hydraulic Analyses Using the Latest H&H Software Version, inundation maps, and conveyance overview map and profile. Outcome will include engaged stakeholder and citizens, resulting in an informed planning process.

Task 3: Flood Mitigation Solutions and Planning-Level Cost-Benefit Analysis
The consultant will work with City staff to determine three project areas to look at flood mitigation concepts, based on outputs from Task 2. Task 3 will evaluate and quantify the effect that up to three flood mitigation concepts will have for infrastructure within the Study Area. The consultant will create concept level design sketches, estimate the construction and operation & maintenance costs, develop a planning-level cost benefit analysis for each of the proposed concepts, and take one priority project to the preliminary stage. Deliverable will include concept sketches, a cost benefit analysis, one preliminary design, with the goal of having a shovel -ready project at the completion of this project.

Task 4: Summary Technical Memo
The consultant will prepare a summary Technical Memo that provides an overview of the results from Task 2 and provides background for the Flood mitigation concepts, the Cost Benefit Analysis from Task 3 and the preliminary design.

c. The consultant, along with City staff, will involve the community and partners in the planning processes to improve understanding of the communities needs and concerns. Concept plans will be presented to Joannes Park Neighborhood Association; East River Collaborative newsletters and field tours; and to one or more City of Green Bay's committees (Plan Commission, Improvement and Services Committee, Sustainability Commission, or Parks Committee). Informed and educated stakeholders will ensure the projects are feasible and shovel-ready.

d. Not Applicable

5. Project Budget

a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of $60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than $60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than $100,000 should contact the WCMP while they develop their applications.
b. Provide the rate and list items included in Fringe Benefits.
c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity *(do not change categories)*	**WCMP Request**	**Match**	**Total**
Personnel *(Resiliency Coordinator, Stormwater Utility Engineer provide names, if known)*	$10,443 (RC)	$1,250 (SWUE)	$11,693
Fringe Benefits *(Rate is 21% and see Additional Budget details)*	$2,192	$263	$2,455
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	$26,365	$73,635 (pending matching grant funds)	$100,000
Construction *(provide name of company consultant, if known)*			
Other			
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*		$3,900 (10% de minimis)	$3,900
Totals	**$39,000**	**$79,048**	**$118,048**

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	**WCMP Request**	**Match**	**Total**
Personnel	$	$	$
Fringe Benefits *(provide rate and included benefits)*			
Equipment			
Travel			
Supplies			
Contractual	$26,365	$73,635 (pending matching grant funds)	$100,000
Construction			
Other			
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*			
Totals	**$26,365**	**$73,635**	**$100,000**

Table 3: Additional budget items (optional)

Activity	WCMP Request	Match	Total
	$	$	$
Totals			

Additional Budget details, if applicable. Please include names of personnel, fringe rate and benefits, consultant name(s), etc.

Personnel names	Resiliency Coordinator, Stormwater Utility Engineer
Fringe rate(s) and included benefits	21% (health benefits, SS, Medicare)
Consultant name(s)	City of Green Bay will notify WCMP when a consultant is secured.
Indirect rate	
Travel details	
Supplies/equipment details	
Other details	

6. Match Budget Description and Leveraged Funds

a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

a. The City will seek matching funds from other funding sources, including Fund for Lake Michigan (FFLM) and Natural Resource Damage Assessment (NRDA), to support activities proposed as part of this project. All funds and in-kind donations will support the planning process. The City will donate staff time and in-direct to support the planning process. A grant application to FFLM will be submitted by spring 2023, to ensure alignment with WCMP's award timeline. NRDA will be consulted to support the construction phase.

b. Identifying and securing funding for planning projects is more challenging than implementation projects. The City needs planning funds to initiate this project and will seek additional grants for implementation. This project is not possible without grant funding. The City intends to seek additional grant funds for implementation, which are generally more available once shovel-ready projects have been identified and approved in planning documents.

c. One outcome of this project will be a list of prioritized projects needing support for implementation. The City will seek additional support from the other sources to construct these shovel-ready implementation projects.

d. WCMP provided partial funding for the development of a hydrologic computer model to understand current and future flood risk for the East River watershed. The City will use this model to sub-delineate subwatersheds, update hydrology and add additional hydraulic crossings necessary to compare existing mapped FEMA Floodplain inundation areas to inundation areas produced from an updated hydrologic model. These updates will allow the City to set up areas for flood mitigation options and concepts.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

a. Build partnership alliances with other organizations or agencies (describe their roles and contributions).
b. Develop exceptional marketing, outreach, or education strategies.
c. Encourage coast-wide projects or solutions.
d. Engage underrepresented communities.

a. The City understands the value of partnerships and has strong working relationships with organizations who share similar goals for sustainability, implementing flood resiliency projects, water quality improvements, habitat enhancements, and environmental education in the East River watershed. The City's riparian properties offer exceptional opportunities to design and build projects targeting flood mitigation. The City already partners with organizations to assist with planning, including non-profits, educational institutions, and state/federal agencies, represented by the ERC. Each organization has a history of supporting the City and will continue to support the projects identified as part of this project.

b. To effectively communicate and elicit responses from the public and project stakeholders, the City and consultant partners will identify and develop concept plans to showcase what elements and facilities could be implemented on City properties to mitigate downstream flooding. These concepts will be presented at public events and meetings to refine the elements as needed. Target audiences will be City staff, project stakeholders, partner non-profits, research institutions, funding and regulatory agencies and adjacent municipalities. The City will work closely with ERC to include this project in their monthly newsletter.

c. One of the primary goals of this project is to develop the implementation framework to design and construct flood improvement projects within the City's East River watershed, which will be used as examples for implementation elsewhere within the East River watershed, and across Brown County. The project will result in recommendations and design plans to help meet flood mitigation recommended by Brown County in the 2020 All Hazards Mitigation Plan. Mitigating flood risk with reduce the enormous costs associated with taxpayer funded disaster relief, including damages to streets, bridges, stormwater and private property. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize community disruption. The most cost-effective solution is to implement mitigation strategies before a large storm event, and to ensure these investments are resilient and last for decades.

d. According to the 2020 CDC Social Vulnerability Index for the Green Bay area, this project will directly benefit areas listed as medium-high to high for level of social vulnerability to external stresses on human health, such natural or human-caused disasters. Through partnerships with the ERC, the City will engage underrepresented voices in the planning process, which are especially critical to the areas benefited by this project.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL MANAGEMENT PROGRAM

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo (also available as electronic file):

WISCONSIN COASTAL MANAGEMENT PROGRAM

National Oceanic and Atmospheric Administration Logo (also available as electronic file):

Downloadable versions of the Wisconsin Coastal Management Program and NOAA logo can be found at http://coastal.wisconsin.gov

Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA22NOS4190085.

ATTACHMENT E

ENVIRONMENTAL DATA SHARING POLICY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

Geospatial Data Guidelines

Introduction

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17 The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: "These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy."

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: http://www.fgdc.gov/metadata/csdgm/. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
    - Overview at the Federal Geographic Data Committee's home page, http://fgdc.gov.
    - Plain language overview, http://geology.usgs.gov/tools/metadata/tools/doc/ctc/

Geospatial Metadata will identify the following:

Identification Information
Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information
Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information
Raster, vector or indirect link to location included here.

Spatial Reference Information
Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information
A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information
Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference
Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see https://www.sco.wisc.edu/coordinate-reference-systems/

Means of transmittal

Media:
CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:
The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at https://repository.library.noaa.gov/ after acceptance, and no later than upon publication, of the paper by a journal.

Format
Fully compatible with ArcInfo©

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer
Wisconsin Department of Administration
Email: Jim.Giglierano@wisconsin.gov
Phone: 608-267-6902

ATTACHMENT F

SCIENTIFIC INTEGRITY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT PROGRAM GRANTS

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity*. The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review*. The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation*. If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation*. When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and

2. Coordinate remedial action.

City of Green Bay Flood Mitigation Project

Green Bay, Wisconsin

The City of Green Bay (City) proposes to improve flood hazard conditions along the East River through a multi-phase planning and design approach. City residents within the floodplain of the East River face frequent flooding due to changes in the frequency and intensity of storm events, undersized stormwater infrastructure and development pressure in flood prone zones. Sixteen flood and flash flood events have occurred in Brown County since 1990, impacting critical City facilities, public health and safety, infrastructure, and economics. The East River is particularly susceptible to flooding, with adjacent neighborhoods identified by FEMA as areas of greatest risk for flood hazards.

The City's overall goal of this project is to develop feasible flood mitigation strategies for the East River, which can be implemented within City-owned or managed properties. This project will collect and review existing data, including available models; complete modelling and conveyance assessments; prepare concept plans for three flood mitigation solutions, and one preliminary plan to address flooding threats. A variety of stakeholders and project partners will be involved in the planning process, to mitigate flooding hazards and reduce flood levels during peak storm events.

Scope of Work

Task 1 – Project Coordination and Data Collection

This task includes planned meetings and an initial collection of existing hydrologic and hydraulic models along with storm sewer data, Geographic Information System (GIS), shapefiles and databases, and past studies associated with the City's East River watershed. Key outcomes from the meetings will be established: project roles and responsibilities, project schedules, data and output reviews, and review of the proposed project deliverables.

- Kick-Off Meeting – To discuss roles, project deliverables, and schedule
- 30% Progress Meeting – To review the preliminary output and results of Task 2
- 60% Progress Meeting – To review the floodplain mitigation concepts of Task 3
- 90% Progress Meeting – To review the Draft Summary Technical Memo.
- Final Technical Memo and Preferred Concept Review– To discuss the Final Summary Technical Memo (Task 4), the 90% Design of the Preferred Concept, and future funding options for floodplain mitigation concepts.

In addition to coordinating milestone meetings, this Task will be used to assemble and review existing models and reports and includes up to two days of field survey to collect missing data. This Data Collection and review portion will include:

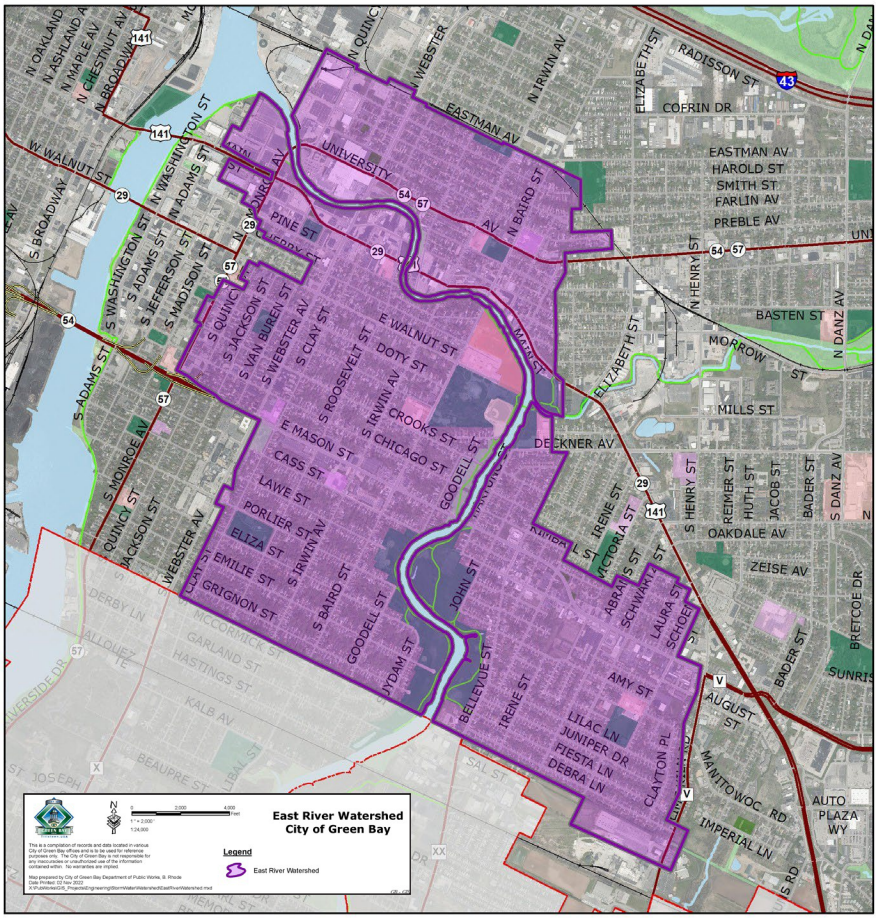
A. Assemble a project GIS database, including data such as drainage basin boundaries, land uses, existing inundation shapefiles, storm sewers and other drainage infrastructure, soil conditions, topography, and aerial photography.

B. Review data from past studies, reports and projects, including the latest City-wide Stormwater Management Plan, recent projects associated with flooding along the East River, the latest FEMA Flood Insurance Study (20XX), and Wisconsin Department of Natural Resources (WDNR) watershed reports.

C. City stormwater files and as-builts, in combination with additional field data collected by the City or consultants.

Task 2 – Flood Mitigation Analysis and Conveyance Assessment

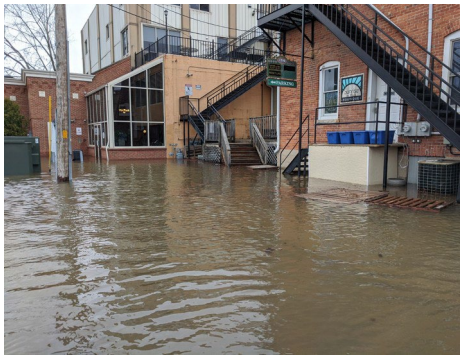
The City will work with consultant partners to run H&H models to evaluate existing flooding throughout the East River Flood Analysis Area. This analysis will model the 50-, 100-, and 500-year Atlas 14, 24-hour storm events for all modelled scenarios. The Analysis Area will include the floodplain within the City's jurisdiction, which is bordered on the south by the limits of the City of Green Bay and the northeast by the East River's confluence with the Fox River. The Analysis Area is also bordered by five (5) adjacent neighborhoods, including: Astor-East River, Starlite, Oak Grove, Johannes Park, and Three Corners.



The analysis will evaluate inundation areas and identify buildings and infrastructure inundated for the three storm events. Sensitivity models will be used to see how conveyance at the following road crossing can be adjusted to lower inundation elevations and durations:
E. Mason Street, N. Baird Street, Main Street (141), Webster Avenue, and University Avenue.

The following two modeling scenarios will be analyzed:

- **Updated Existing Conditions Flood Modeling.** This project will sub-delineate the existing model subwatersheds, update hydrology, and add additional hydraulic crossings necessary to compare existing mapped FEMA Floodplain inundation areas to inundation areas produced from an updated H&H model. These updates will allow for determination of flood mitigation options and concepts (Task 3). The City's consultant will analyze the inundation areas and inundated infrastructure (buildings, roads, and trails) for the following precipitation events of critical duration (24-hours):
  - 50-year Atlas 14, 24-hour rainfall event (4.81")
  - 100-year Atlas 14, 24-hour rainfall event (5.49")
  - 500-year Atlas 14, 24-hour rainfall event (7.17")
- **Conveyance Assessment Scenarios.** The updated Existing Conditions model will be used to analyze five (5) crossings to see how increasing the capacity at each crossing by 25% will reduce flood levels along the system and a review of what effect the increased flow capacity will have on downstream high-water levels and flows at the confluence with the Fox River. The five crossings will include: E. Mason Street, N. Baird Street, Main Street (141), Webster Avenue, and University Avenue. The first objective will be to determine which of the five crossings is the main hydraulic restriction within the analysis area and then analyze at least two of the five crossings at 125% capacity for the following precipitation events of critical duration (24-hours):
  - 50-year Atlas 14, 24-hour rainfall event (4.81")
  - 100-year Atlas 14, 24-hour rainfall event (5.49")
  - 500-year Atlas 14, 24-hour rainfall event (7.17")



Task 3 – Flood Mitigation Solutions and Planning-Level Cost-Benefit Analysis

Based on the analysis completed, the City will determine three project areas to look at flood mitigation concepts. This task will evaluate and quantify the effect that up to three flood mitigation concepts will have for infrastructure within the Analysis Area. The City's consultant will then create concept level design sketches, estimate the construction and operation & maintenance costs, and develop a planning-level cost benefit analysis for each of the proposed concepts. A cost-benefit analysis will be developed to help the City weigh the concepts on what infrastructure will be preserved through each concept. This will help the City analyse which concept to further develop for feasibility and funding.

Task 4 – Summary Technical Memo

A Technical Memo will be prepared that provides an overview of the results from Task 2 and provides background for the Flood mitigation concepts, and the Cost Benefit Analysis from Task 3. A draft of the technical memo will be provided for the 90% Progress Meeting and a Final Draft of the Memo will be provided for the Final Review Meeting.

Task 5– Preferred Concept 90% Design

The City will work with stakeholders to select a preferred Concept from Task 3 to move forward with 90% Design Plans and Specifications.

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.13

To approve the request by Department of Public Works to enforce a 10-year manufacturer warranty to all City-issued/purchased tipper carts.

BACKGROUND

The intent of this report is to request modification of the DPW-Operations Division's implementation and enforcement of the manufactures warranty for city issued/purchased tipper carts, pertaining to cart repairs and replacements.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023 DPW Cart Warrenty Report

Cart Warranty Report

Date: July 14,2023

To: Improvement & Services Committee

From: Dustin McMullen
DPW Operations Sanitation Superintendent

RE: Cart Warranty Expiration

The intent of this report is to request modification of the DPW-Operations Division's implementation and enforcement of the manufactures warranty for city issued/purchased tipper carts, pertaining to cart repairs and replacements.

History of Cart Warranty and Repairs

Historically, the manufacturing standards regarding warranty for tipper carts is 10 years. The city made their first purchase of recycling tipper carts back in 2012. In 2014 the city made their first purchase of garbage tipper carts, implementing the beginning of our automated sanitation collection.

Since 2014 we have continued to purchase roughly 500 carts annually. The Sanitation section also completes an average of 300 repairs, at no-cost to these carts annually. These repairs/replacements consist of lids, pins, wheels, and axels. Up until 2022 all these carts were under warranty, so the manufacture would reimburse for the materials and repairs. Unfortunately, now the original carts purchased have started to become out of warranty, and the city has needed to cover the cost of these repairs/replacements.

Going forward, we will have roughly 500 carts annually that will no longer be covered under warranty. This will lead to large financial implications and will only grow larger every year, with more warranties expiring.

Discussion and Recommendation

To address the cart warranty expiration, DPW proposes to enforce a 10-year manufacture warranty to all city issued/purchased tipper carts. Following are details on how DPW anticipates the program will function:

- All tipper carts are identified by their serial numbers. The serial numbers also include the year they were manufactured/ordered, which would be the year their warranty began. This is how we would be able to unanimously know what year their warranty began.
- All repairs needed during the warranty period, due to manufacture defects will be covered at no cost.
- If the lid, body, wheels, or axels become unusable due to personal damage, or

anything outside of the city's control during the warranty period, the resident is responsible for the purchase of a new cart.

- Lid pins will be the only items that will continue to be covered outside of the warranty period.
- No-charge for any repairs/replacements if damage is caused by city employees or equipment. This will be either within or outside of the warranty period.
- If the lid, body, wheels, or axels become unusable due to personal damage, or anything outside of the city's control outside of the warranty period, the resident is responsible for the purchase of a new cart.

These changes will ensure that residents are still receiving a superior warranty with the purchase of their city issued tipper carts, but the city will no longer be responsible for the financial repercussions outside of the warranty period. If more information is needed to evaluate or consider this request, please advise.

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.14

To approve the request by Department of Public Works to enter into a Service Authorization Agreement with Berners-Schober Associates, Inc. in the amount of $50,000.00 for the design of masonry repairs at the West Side Municipal Garage.

BACKGROUND

Background: Due to settlement, lack of expansion joints, and building age, substantial masonry repairs are needed at the West Side Municipal Garage to protect the City's facility from water intrusion and minimize further degradation.

RECOMMENDATION

Department of Public Works recommends entering into a Service Authorization Agreement under the Master Contract with Berners-Schober Associates, Inc. (BSA) for the design of the repairs. BSA is familiar with the City's facility and knowledgeable in masonry repair. 3. Fiscal Impact: The approved 2023 CIP includes $650,000.00 for these repairs and design.

FISCAL IMPACT

The approved 2023 CIP includes $650,000 for these repairs and design.

ATTACHMENTS

1. 23CGB1000_CITYGB_SAA_PKG

bernersschober.com 920.432.4865
310 Pine Street | Green Bay, WI 54301

July 7, 2023

Mr. James Brunette
City of Green Bay
100 N. Jefferson Street, Room 200
Green Bay, WI 54301-5026

RE: WSG Masonry Repairs
City of Green Bay
Green Bay, WI
Commission No. 23CGB10.00

Dear Mr. Brunette:

Attached is a Service Authorization Agreement for the Masonry Repairs project at West Side Garage, Green Bay, Wisconsin.

We ask that you review this agreement. If it meets with your approval, please provide the appropriate approvals.

Upon notification, we will proceed with Schematic Design.

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

ATTACHMENT “A”

Berners-Schober Associates, Inc.
SERVICE AUTHORIZATION AGREEMENT

Owner:	City of Green Bay
Facility Name:	West Side Garage
Project Name:	Masonry Repairs
Project Number:	23CGB10.00
Location:	Green Bay, Wisconsin
Services Initiated By:	Trista Hobbs

This service authorization is according to paragraph 12.1 of the AIA B104-2017 Master Owner-Architect Agreement dated 01/01/2023

DESCRIPTION OF SERVICE:

Project Narrative:

The project design scope will be to provide architectural and engineering services for masonry repair and control joints at the west side municipal garage, based on the site tour conducted on May 25, 2023.

Professional Services:

All basic services will be provided by Berners-Schober Associates, Inc. employees.

Compensation: (Basic Services)

The professional services fee shall be billed hourly, with an estimated cost of $50,000.

Schedule/Site Visits:
The anticipated schedule for bidding will be fall of 2023 with anticipated construction in spring of 2024.

Reimbursable Expenses:

Reimbursable Expenses will be invoiced in addition to professional fees. We recommend an allowance of $0.00 to be budgeted for such expenses. These expenses include, but are not limited to instruments of service, printing/handling/postage, approval fees, travel, and subsistence.

This service authorization is provided in two originals. Please sign both copies in the space provided below, retain one copy for your files, and return one copy to the Architect.

OWNER: City of Green Bay

_____
Signature

James Brunette, City Engineer
Printed Name and Title

_____
Date

ARCHITECT: Berners-Schober Associates, Inc.

Signature

Ian W. Griffiths, President
Printed Name and Title

7/7/2023
Date

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.15

To approve the award of contract PARKING DIVISION SECURITY to Star Protection and Patrol for the period August 1, 2023 through July 31, 2027 in the amount of $124,800.00 for the first year, with a 5% escalation rate each year thereafter.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

$124,800

ATTACHMENTS

1. Parking security bid summary 2023-27
2. 2024 Parking security cost comparison

CITY OF GREEN BAY BID SUMMARY
RFP #2023-22 - CITY OF GEEN BAY PARKING SECURITY
ISSUED: 05/18/2023 DUE: 06/22/2023
CC: 99000, 96200
Scoring Criteria & Points

		Highest Score (Avg.)				Lowest Score (Avg.)			
Evaluation Team Total Possible Points	Categories	Star Protection & Patrol Oshkosh, WI				Per Mar Security Services Green Bay, WI			
		Option #1				Option #1			
		EV1	EV2	EV3	**Avg.**	EV1	EV2	EV3	**Avg.**
30	Quality of Service	30	27	25	**27.33**	15	25	20	**20.00**
25	Professionalism & Communication	25	22	20	**22.33**	10	22	20	**17.33**
25	Employee Training & Retention	20	22	21	**21.00**	20	22	20	**20.67**
20	Pricing	20	16	15	**17.00**	0	15	18	**11.00**
100	Vendor Score(s) (Total Possible Points = 100)				**87.67**				**69.00**

Recommendation: Award Star Protection & Patrol as the highest scoring vendor that provided the best overall solution and value to the City of Green Bay.

Notes: The City issued a request for proposal (RFP) and received 2 proposals in total. Each evaluator, three (3) in total, reviewed and scored the proposals individually and their scores were averaged to obtain the final award.

Green Bay DPW-Parking System Division
Vendor Cost Comparison
2024 to 2027

(July 14, 2023)

	Vendor	
	Star	**Per Mar**
Guard hours/week	80	80
2024 guard rate (hourly)	$30.00	$28.00
Vehicle charge (weekly)	$0.00	$300.00
Coverage (weeks)	52	52
Annual cost escalation	5%	5%
2024 vehicle cost	$0	$15,600
2024 guard cost	$124,800	$116,480
2024 total =	$124,800	$132,080
2025 total =	$131,040	$138,684
2026 total =	$137,592	$145,618
2027 total =	$144,472	$152,899

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.16

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. PARKS 8-23 JOANNES AQUATIC CENTER REOOFING
b. PARKS 9-23 BAY BEACH PAVILION REROOF

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.17

To receive and place on file the award of contract BRIDGE 3-23 (MAIN STREET BRIDGE B-5-141 EXPANSION JOINT RECONSTRUCTION) to Pheipher Brothers Construction Co., Inc. in the amount of $306,291.89.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.18

To receive and place on file the award of contract PAVEMENT 3-23 SCHOOL PLACE RECONSTRUCTION to Advance Construction Inc. in the amount of $1,123,195.30.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.19

To approve the Assignment and Assumption of License Agreement from Destree Enterprises, Inc. (fka Zoll Stone Center, Inc.) to MP13 Green Bay, LLC for use of Ashland Avenue rights-of-way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. I&S Agenda Item

I & S Committee July 26, 2023

Consideration with possible action to approve the Assignment and Assumption of License Agreement from Destree Enterprises, Inc (f/k/a Zoll Stone Center, Inc) to MP13 Green Bay, LLC for use of Ashland Avenue rights-of-way.

ASSIGNMENT AND ASSUMPTION OF LICENSE AGREEMENT

This Assignment and Assumption of License Agreement (this "Assignment") is made and entered into as of _____, 2023 (the "Effective Date"), by and among DESTREE ENTERPRISES, INC., a Wisconsin corporation f/k/a Zoll Stone Center, Inc. ("Assignor"), and MPI3 GREEN BAY LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee entered into a Purchase Agreement dated April 5, 2023 (the "Purchase Agreement") for the purchase of property located at 1425 South Ashland Avenue, Green Bay, Wisconsin (the "Real Estate");

WHEREAS, Assignor and City of Green Bay, a Wisconsin municipal corporation (the "City") are parties to that certain License Agreement dated March 31, 1995 for an encroachment by Assignor in the form of a private parking lot on property adjacent to the Real Estate, a copy of which is attached hereto as **Exhibit A** (the "License Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign all of its right, title and interest in and to the License Agreement to Assignee, and Assignee desires to accept such assignment and assume all of Assignor's rights, duties, obligations and liabilities under the License Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of License Agreement. Assignor hereby grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the License Agreement.

2. Assumption. Assignee expressly assumes and agrees for the benefit of the City to be bound by, and to be solely and exclusively responsible to perform and comply with each and every obligation of Assignor arising or accruing under the License Agreement from and after the Effective Date, and agrees that Assignor shall have no further right, title, interest and/or obligation in any manner whatsoever under the License Agreement and agrees that Assignee shall be substituted by this Agreement for Assignor under the License Agreement for all purposes from and after the Effective Date.

3. Further Assurances. Each party hereto shall execute, acknowledge and deliver to any other party all documents, and shall take all actions, reasonably required by such other party from time to time to confirm or effect the matters set forth herein, or to otherwise carry out the purposes of this Assignment.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

5. Notices. Notices to Assignee shall be given in the manner provided in the License Agreement and addressed as follows:

MPI3 Green Bay LLC
701 Lake Street E., Suite 250
Wayzata, MN 55391
Attn: Matthew Schliep
E-mail: matt@moirpark.com

6. Binding Effect. This Assignment shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto.

7. Severability. The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Assignment Date.

ASSIGNOR:

DESTREE ENTERPRISES, INC.

By: _____
Kelly Herlache, Its President

ASSIGNEE:

MPI3 GREEN BAY LLC

By: _____
Matthew SchliepTitle:
Title: _____

CITY CONSENT:

The City of Green Bay, a Wisconsin municipal corporation, hereby consents to the assignment of Assignor's interest in the License Agreement to Assignee. This consent shall apply only to this Agreement and shall not be deemed to be a consent to any other assignment or a waiver of the City's right to consent to any subsequent assignment. The consent shall be effective when a fully executed original of this Agreement has been delivered to the City.

CITY:

By: _____
Name: _____
Title: _____

4656031_3

EXHIBIT A

Kay's Copy

LICENSE AGREEMENT

This License Agreement made in the City of Green Bay, State of Wisconsin, on the 31st day of March, 1995, by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation ("CITY") and ZOLL STONE CENTER, INC., a Wisconsin corporation, Green Bay, Wisconsin ("ZOLL").

WHEREAS, ZOLL has requested permission from the CITY to encroach upon unimproved CITY right-of-way on Ashland Avenue, adjacent to its business located at 1425 South Ashland Avenue, as described in the attached "Description", incorporated herein as Exhibit A; and

WHEREAS, said encroachment will be in the form of surfacing the above-described area for use as a private parking lot for ZOLL; and

WHEREAS, the Common Council for the City of Green Bay has approved such request and granted to ZOLL a license upon certain conditions as are more fully set out below.

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 FOLLOW:

1. The CITY does hereby grant to ZOLL a license to encroach upon CITY right-of-way for the development and maintenance of the parking lot as described herein.

2. Such encroachment shall be limited to the area as described in Exhibit A.

3. Any reference to "easement" in Exhibit A or other documents pertaining to this license are meant as descriptive only and in no event shall this license be deemed to be the grant of an easement of any kind or any sort.

4. This license shall cease in the event the CITY determines that the unimproved right-of-way is needed for street or other public purpose. In such event, the CITY shall provide ZOLL with a ninety (90) day written notice of such termination, and ZOLL shall cause such parking lot to be completely dismantled and removed on or before the termination date, or ZOLL shall pay all costs incurred by the CITY associated with the dismantling and removal of the parking lot upon ZOLL's failure to do so.

5. ZOLL shall be responsible for all costs associated with construction of the parking lot, including all street improvements made or required to be made. All applicable codes and regulations shall be complied with in the construction of the parking lot.

6. ZOLL shall have the parking lot site plan approved prior to construction, and ZOLL shall comply with all provisions of the site plan.

7. ZOLL shall be responsible for all maintenance of the parking lot including, but not limited to, upkeep, repair and replacement thereof. Further, ZOLL shall comply with all CITY ordinances regarding the maintenance, repair and/or replacement of the parking lot.

8. ZOLL shall indemnify, defend, and save harmless the City of Green Bay, its employees, officers, officials and agents against

any loss, damage or expense arising from any claim for damages arising out of personal injuries and/or loss or destruction of personal property which actually or allegedly is caused in total or in part by or to the parking lot.

9. ZOLL has presented to the City of Green Bay a certificate of insurance indicating the coverage and policy limits of an insurance policy covering the unimproved right-of-way and parking lot thereon, specifically, any injury or damage that may occur pursuant to this license; said insurance policy to be maintained in full force and effect throughout the duration of this agreement. Said certificate of insurance is attached hereto as Exhibit B and incorporated herein by reference.

10. With the exception to paragraph 4, this license agreement shall continue in full force and effect until such time as ZOLL surrenders the license back to the CITY and removes or causes to be removed the subject parking lot. ZOLL shall not abandon or cease use of the parking lot without removing or causing to be removed the parking lot surface and restoring or causing to be restored the site to a condition the same of similar to the condition of the area prior to placing thereon the parking lot.

11. ZOLL shall have the right to repair and/or replace the parking lot without causing a termination of this Agreement.

12. Except as is herein set forth, this license is not assignable without prior written consent of the other party, which consent shall not be unreasonably withheld. If ZOLL is merged, consolidated, transferred, or purchased by another person, persons,

or entity; the CITY shall assign this license to said person, persons, or entity.

IN WITNESS WHEREOF, the parties have hereto duly executed this agreement as of the day and year first above written.

ZOLL STONE, INC.

Wayne G. Destree
By: WAYNE G. DESTREE
Title: PRESIDENT

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this 23 day of March, 1995, the above-named Wayne G Destree, the person who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC LYNN M. CAELWAERTS STATE OF WISCONSIN

Lynn M. Caelwaerts
Notary Public, Brown County, WI
My Commission

LYNN M. CAELWAERTS, Notary Public
My Commission Expires April 12, 1998

CITY OF GREEN BAY

Samuel J. Halloin
Samuel J. Halloin, Mayor

STATE OF WISCONSIN)
)ss.
COUNTY OF BROWN)

Personally appeared before me this 31st day of MARCH, 1995, the above-named Samuel J. Halloin, Mayor, of the City of Green Bay, to me known to be the person who executed the foregoing instrument and to me known to be such Mayor of the City of Green Bay, and acknowledged that he executed the foregoing instrument as such Mayor as the act of said City by its authority.

Beth A. Carpenter
Notary Public, Brown County, WI
My Commission Expires May 3 1998

EXHIBIT A

DESCRIPTION

(for Pavement, Ingress and Egress Easement)

Part of Lot 16 South Park Subdivision being part of Private Claim 10, West Side of Fox River, City of Green Bay, Brown County, Wisconsin described by:

Commencing at a point on the northerly line of Private Claim 10 West Side of Fox River and the easterly right-of-way line of State Street (Brown County monumented traverse point PC 9.1.1), said point being North 26 degrees 11 minutes 20 seconds East 1539.93 feet from a Brown County monumented traverse point Z-17.1; thence South 88 degrees 13 minutes 51 seconds West 1355.52 feet to the southerly line of the property described in Jacket 16471 Image 58 Brown County Records; thence North 64 degrees 00 minutes 00 seconds West along the said southerly line 407.79 feet to the easterly right-of-way line of the Green Bay to Appleton track of the Fox Valley & Western Ltd. line; thence South 83 degrees 34 minutes 48 seconds West 134.54 feet to a point on the easterly right-of-way line of Ashland Avenue, said point being the point of beginning; thence North 35 degrees 37 minutes 00 seconds East along the said easterly right-of-way line 338.00 feet; thence North 54 degrees 23 minutes 00 seconds West 39.50 feet; thence South 35 degrees 37 minutes 00 seconds West 74.89 feet; thence South 54 degrees 23 minutes 00 seconds East 23.80 feet; thence South 35 degrees 34 minutes 26 seconds West 124.99 feet; thence North 54 degrees 23 minutes 00 seconds West 23.90 feet; thence South 35 degrees 37 minutes 00 seconds West 138.12 feet; thence South 54 degrees 23 minutes 00 seconds East 39.50 feet to the point of beginning.

WARNING: This description shall only be used for easement purposes and shall not be used to create a separate ownership.

Signed this 2nd day of March, 1995.

RAYMOND D. TILLY S-930

Job No. 124894

File No. 1247

Field Book 76,FC4

EXHIBIT B

ACORD. CERTIFICATE OF INSURANCE

CSR PG ZOLLS-1

DATE (MM/DD/YY) 03/09/95

ODUCER

RH of GREEN BAY
Box 8608
Bay WI 54308-8608

alen Vincent, Sr
14-432-7246

SURED

Zoll Stone Center, Inc.
1425 S. Ashland Ave
Green Bay WI 54304-3687

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: Regent Insurance Co.

COMPANY B: General Casualty Co. of WI

COMPANY C:

COMPANY D:

OVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

O R	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY	CCI0115720	01/01/95	01/01/96	PRODUCTS - COMP/OP AGG	$ 2,000,000
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 2,000,000
	X Contractual				FIRE DAMAGE (Any one fire)	$ 50,000
					MED EXP (Any one person)	$ 5,000
	AUTOMOBILE LIABILITY					
	X ANY AUTO	CBA0115720	01/01/95	01/01/96	COMBINED SINGLE LIMIT	$ 2,000,000
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$ 5,000,000
	X UMBRELLA FORM	CCI 0115720	01/01/95	01/01/96	AGGREGATE	$ 5,000,000
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EACH ACCIDENT	$
					DISEASE - POLICY LIMIT	$
					DISEASE - EACH EMPLOYEE	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ertificate holder is named an Additional Insured as respects a portion of improved City right-of-way to be used as a private parking lot adjacent Zoll Stone.

RTIFICATE HOLDER

GBCITYO

City of Green Bay
Risk Management Dept
100 N. Jefferson St.
Green Bay WI 54301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Galen Vincent, Sr

ORD 25-S (3/93)

©ACORD CORPORATION 1993

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.20

To approve and accept a Storm Sewer Easement from Jeffery L. Schroeder for the reconstruction of S. Maple Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Storm Sewer Easement from Schroedar for S Maple Av

I & S Committee July 26, 2023

Consideration with possible action to approve and accept a Storm Sewer Easement from Jeffery L Schroeder for the reconstruction of S Maple Avenue.

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 JEFFERY L. SCHROEDER 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 Five Hundred and no/100 dollars ($500.00) 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 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 open channels and open and enclosed drainage structures for the purpose of conveying water across, through and under the lands described in EXHIBIT A, together with the right to excavate and refill ditches and/or trenches for the location of said open channels and open and enclosed drainage structures and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said open channels and open and 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: Part of 1-834

It is expressly understood and agreed that during the construction of said open channels and open and enclosed drainage structures, materials and excavation may be placed beyond the limits of the lands as described in EXHIBIT A, said materials and soil shall be removed immediately upon completion of construction and ground restored to the condition prior to construction.

After the construction of said open channels and open and enclosed drainage structures, the grantor and his 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.

For the purpose of the construction, maintenance and repair of said open channels and open and 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 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, but shall do so with the least inconvenience practicable to the grantor, and provided that in the event any damage is caused to said real estate or to the lands adjacent thereto, including building erected thereon, by reason of the CITY entering thereon for the purpose of the maintenance and/or repair of said open channels and open and enclosed drainage structures, said CITY shall fully compensate said grantor or successors thereof.

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

x _____
Jeffery L. Schroeder

STATE OF WI)
) SS.
COUNTY OF Brown)

Personally, came before me this 22 day of June, 2023, the above named Jeffery L. Schroeder to me known to be the persons who executed the foregoing instrument and acknowledged the same.

NANCY CLIFFORD NOTARY PUBLIC STATE OF WISCONSIN

_____
Nancy Clifford
(Print or Type name of notary above)
Notary Public, Brown County, Wisconsin
My Commission Expires: 04/04/2026

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

Project: S Maple Avenue Storm Sewer.
Parcel Numbers: Part of 1-834.

EXHIBIT A

DESCRIPTION OF STORM SEWER EASEMENT AREA

Grantor: Jeffery L. Schroeder

Grantee: City of Green Bay, a Wisconsin Minicipal Corporation

That part of Lot Eight (8), Block Sixteen (16), according to the recorded Plan of Mrs. C.L.A. Tank's Fourth Addition to Ft. Howard, City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Beginning at the Southwest corner od said Lot 8, Block 16, according to the recorded Plan of Mrs. C.L.A. Tank's Fourth Addition to Ft. Howard;

Thence N26°-08'-55"E, 18.18 feet, along the west line of said Lot 8, to the southerly Railroad Right-Of-Way line;

thence northeasterly along said southerly Railroad Right-Of-Way line, along the arc of a 2814.79 foot radius curve to the right, 36.24 feet, said curve having a chord which bears N53°-16'-52"E, 36.24 feet, to the north line of said Lot 8;

thence S64°-03'-36"E, 18.00 feet along said north line of Lot 8;

thence S60°-30'-38"W, 61.17 feet, to the point of beginning.

NOMINAL PAYMENT PARCEL - WAIVER OF APPRAISAL
RECOMMENDATION AND APPROVAL

Owner	Area and Interest Required
Jeffery L Schroeder	605 Square Feet - Storm Sewer Easement

Allocation

Land		Sq Ft	X		/ Sq Ft	=	$	-
		Sq Ft	X		/ Sq Ft	=	$	-
Permanent Limited Easement	605	Sq Ft	X	$	0.78 / Sq Ft	=	$	468.88
Temporary Limited Easement		Sq Ft	X		/ Sq Ft	=	$	-
Fencing		Sq Ft	X		/ Sq Ft	=	$	-
Landscaping		Sq Ft	X		/ Sq Ft	=	$	-
Improvements		Sq Ft	X		/ Sq Ft	=	$	-
Other		Sq Ft	X		/ Sq Ft	=	$	-
					Total Damages	=	$	468.88
					Rounded To	=	$	500.00

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.

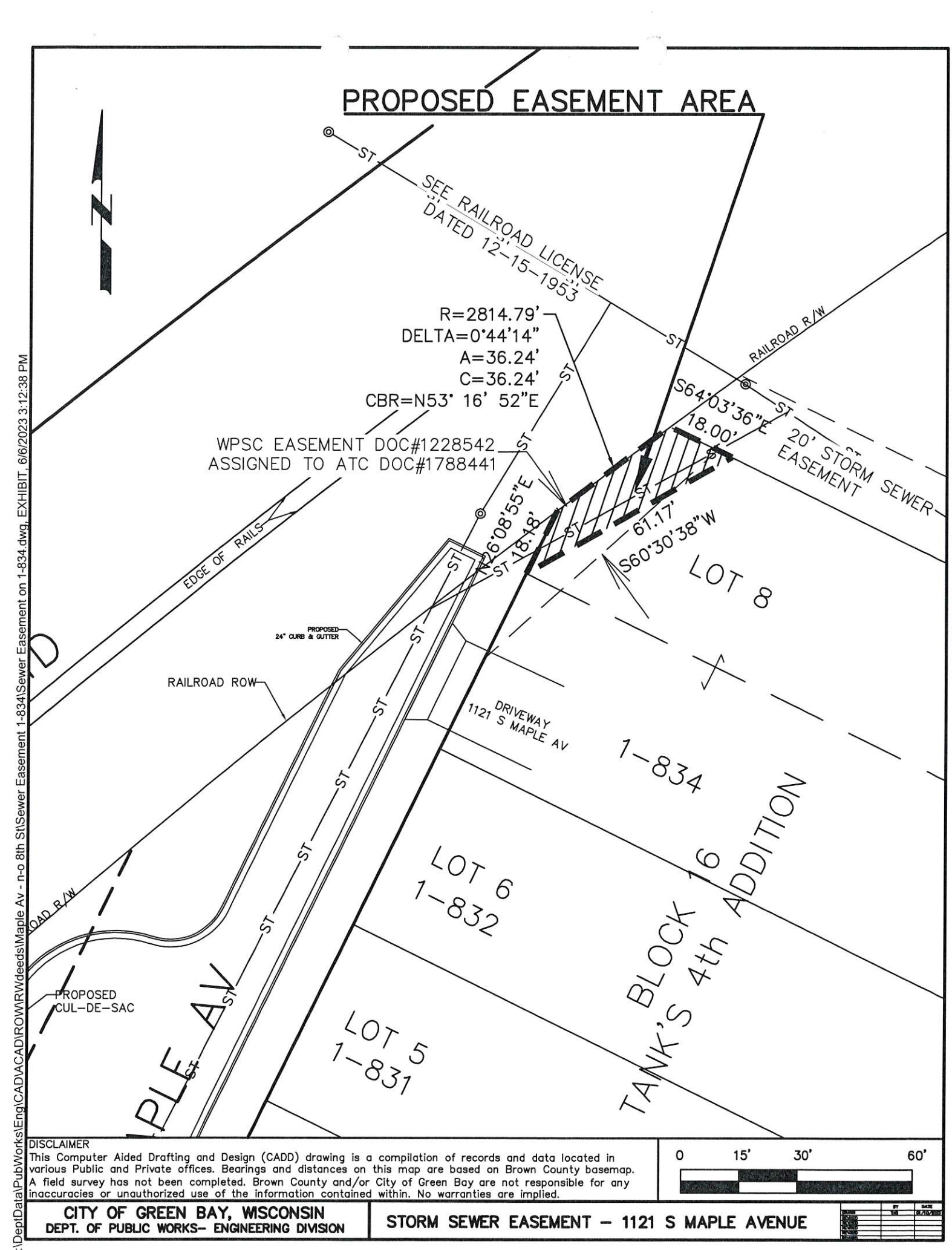
X _____
Jeffery L Schroeder - Own Date

For Office Use Only

APPROVED FOR: CITY OF GREEN BAY

X _____
James M Brunette - Assistant Director of Public Works Date

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



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 – 1121 S MAPLE AVENUE

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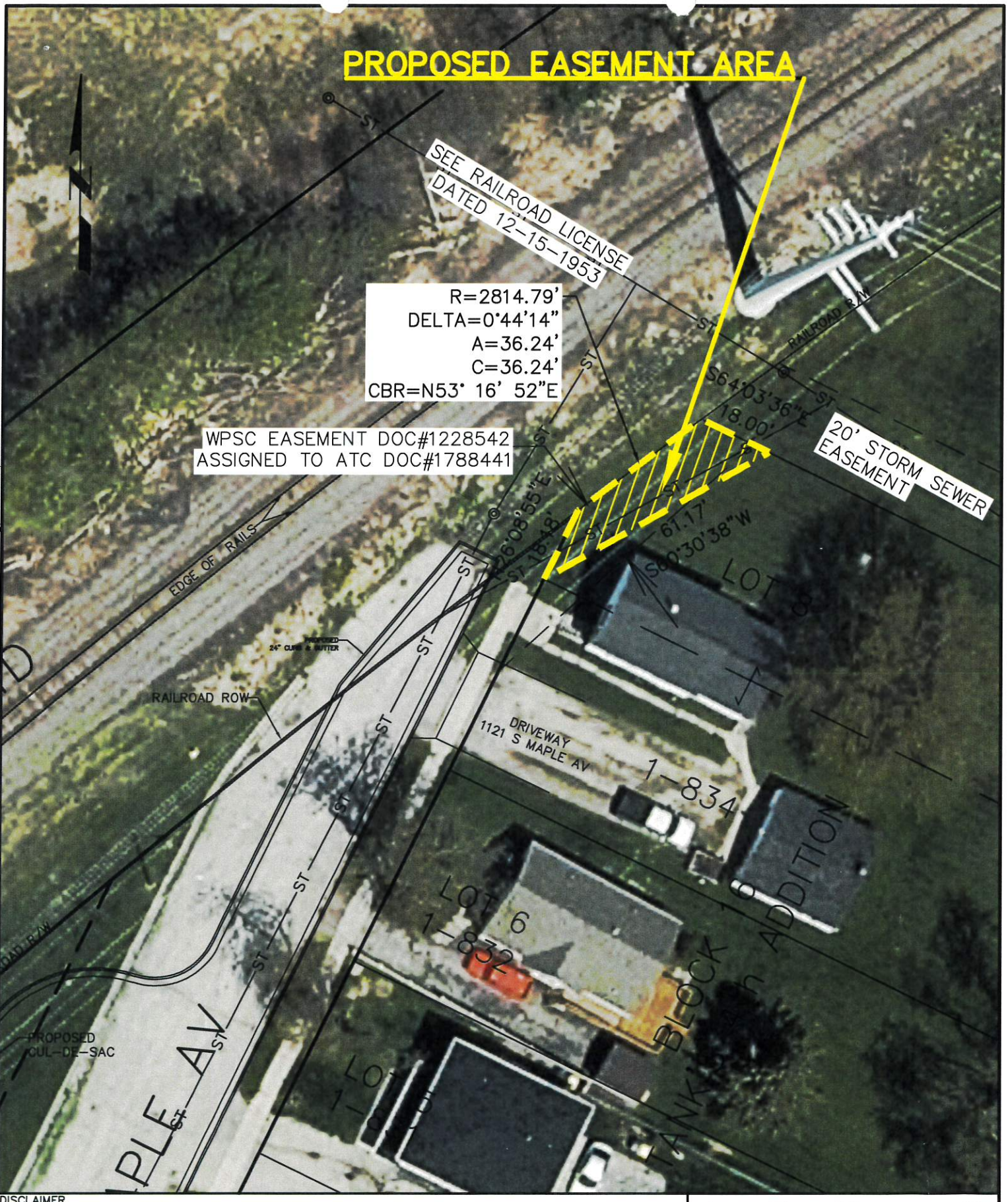

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0 15' 30' 60'

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

STORM SEWER EASEMENT – 1121 S MAPLE AVENUE

I:\DeptData\PubWorks\Eng\CAD\ACAD\ROW\RWdeeds\Maple Av - n-o 8th St\Sewer Easement 1-834\Sewer Easement on 1-834.dwg, EXHIBIT, 6/6/2023 3:13:24 PM

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.21

To hold the request to extend Isbell Street south of Mason Street to the South Mason Street Frontage Road in order to alleviate traffic issues along the South Mason Street Frontage Road, and to enter into agreements with adjacent property owners pursuant to this opening until the next regularly scheduled Improvement and Services Committee meeting.

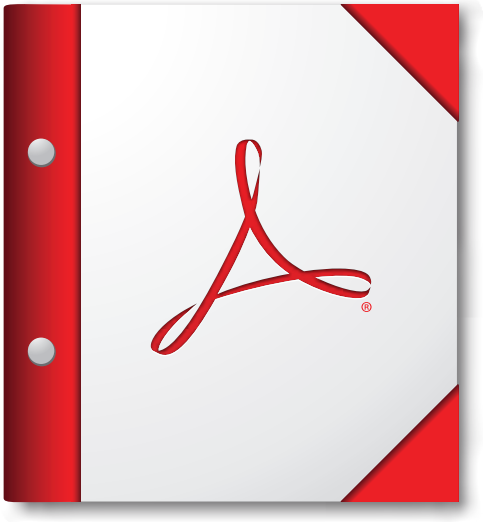
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-07-24 Dist 10 to I and S



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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.22

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

A. Granting of Licenses

1. Sidewalk Builder

a. Global Concrete LLC
b. Naps Flatwork & Construction

2. Underground Sprinkler System

a. NEW Irrigation LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # N.23

To approve the amendments to the proposed 2024 Fee Schedule for Chapter 16 Environment and Chapter 42 Utilities and forward onto the Law Department to place into final ordinance form.

BACKGROUND

The Public Works Department - Stormwater Utility has evaluated fees for services provided under Chapter 16 and Chapter 42. Updates and changes are being proposed within the 2024 budget to capture some of the cost associated with providing the necessary services. The proposed fees are comparable or less than those charged by nearby cities and villages.

RECOMMENDATION

Forward proposed changes to fee schedule and ordinances to Law Department to place into final ordinance format and the 2024 budget.

FISCAL IMPACT

If approved within the 2024 budget, the proposed fees are expected to increase revenues for the stormwater utility in 2024. The additional revenue from permit fees would help offset rising costs and lessen the burden of cost increases to the storm water utility rate payer. The additional revenue is projected to be about $25,000 but could vary depending on actual number of permits and inspections.

ATTACHMENTS

1. Stormwater Fee Calculations
2. Sec._16_82.___Permitting_requirement_and_procedures_and_fees
3. Sec._16_43.___Inspection
4. Sec._16_40.___Permitting_requirements__procedures_and_fees_rev.VJ
5. 2023-07-19 Stormwater - I&S Memo - Fees

Erosion Control and Stormwater Mananagement Fees
Estimated Costs - 7/5/2023

Erosion Control Permit - One- or two-family residential	Job Classification	Avg. Billing Rate*	Hours	Total Cost
Erosion control permit application review and issuance	Erosion Control Specialist	$ 50.64	3	$ 151.92
Pre-construction inspection	Erosion Control Specialist	$ 50.64	0.5	$ 25.32
Compliance inspection(s)	Erosion Control Specialist	$ 50.64	2	$ 101.28
Final inspection	Erosion Control Specialist	$ 50.64	0.5	$ 25.32
Vehicle Usage		$ 16.52	3	$ 49.56
			Total	$ 353.40

Erosion Control Permit - All other types				
Erosion control permit application review and issuance	Erosion Control Specialist	$ 50.64	6	$ 303.84
Pre-construction inspection	Erosion Control Specialist	$ 50.64	1	$ 50.64
Compliance inspection(s)	Erosion Control Specialist	$ 50.64	4	$ 202.56
Final inspection	Erosion Control Specialist	$ 50.64	1	$ 50.64
Vehicle Usage		$ 16.52	6	$ 99.12
			Total	$ 706.80

Erosion Control Reinspection Fee				
Vehicle Use		$ 16.52	1.5	$ 24.78
Reinspection	Erosion Control Specialist	$ 50.64	1.5	$ 75.96
			Total	$ 100.74

Stormwater Management Plan				
Stormwater management plan review and permit issuance	Utility Engineer	$ 53.07	12	$ 636.84
	Utility Manager	$ 87.17	0.5	$ 43.59
Post-construction inspection	Utility Engineer	$ 53.07	2	$ 106.14
As-built and Maintenance Agreement recordation	Utility Engineer	$ 53.07	0.5	$ 26.54
	Right-of-Way Specialist	$ 87.17	1.5	$ 130.76
Vehicle Use		$ 16.52	2	$ 33.04
			Total	$ 976.90

Stormwater Management Practice Inspection Fee				
Inspection	Engineer Technician	$ 52.88	4	$ 211.52
Vehicle Use		$ 16.52	4	$ 66.08
			Total	$ 277.60

*Average billing rate is based on data as of 7/6/2023. Average billing rate is expected to be higher in 2024.

Erosion Control and Stormwater Mananagement Fees
Comparison of Estimated Costs and Fees - 7/5/2023

Fee Type	Estimated Cost to City	Proposed Fee
Erosion Control Permit - One- or two-family residential	$ 353.40	$ 50.00
Erosion Control Permit - All other types	$ 706.80	$ 100.00
Erosion Control Reinspection Fee	$ 100.74	$ 75.00
Stormwater Management Plan	$ 976.90	$ 500.00
Stormwater Management Practice Inspection Fee	$ 277.60	$ 100.00

Erosion Control and Stormwater Mananagement Fees
Fees for Other Communities - 7/5/2023

City of Appleton

Stormwater Management Permit Fee	Actual costs, including a $100 non-refundable application fee.
Erosion & Sediment Control Fee	Residential Erosion Control Permit ($40, incorporated into building fee)
	< 1 acre = $100
	1 to <10 acres = $150
	>10 acres = $200
	Utilties = $10

Village of Howard

Stormwater Management Fee	$500 and $50 for each acre
Erosion Control Fee	$350 and $30 for each acre
	$100 for 1 or 2 family dwellings

City of De Pere

Stormwater Management	Not available at time of preparation.
Erosion Control	Sites less than 20,000 sf - $150
	Sites greater than 20,000 sf - $250

Village of Ashwaubenon

Stormwater Management	Not available at time of preparation.
Erosion Control	per parcel - $75

Village of Allouez

Stormwater Application Fee	Sites with less than 20,000 sq. ft. of disturbed impervious area = $1000
	Sites with 20,000 sq. ft. or more of disturbed impervious area = $1000 plus $0.0025/sq. ft.
Stormwater Inspection Fee	Sites with less than 20,000 sq. ft. of disturbed impervious area = $250
	Sites with 20,000 sq. ft. or more of disturbed impervious area = $500
Erosion Control Application Fee	Sites with less than 1 acre of disturbed area - $250
	Sites with 1 acre or more of disturbed area - $250 plus $0.0025/sq. ft.
Erosion Control Inspection Fee	Sites with less than 1 acre of disturbed area = $50 per week of land disturbance
	Sites with 1 acre or more of disturbed area = $250 plus $50 per week of land disturbance

Sec. 16-82. Permitting requirement and procedures and fees.

(a) *Permit required.* No landowner, land operator or responsible party may undertake a land disturbing or land development activity subject to this article without receiving a permit from the Director of Public Works prior to commencing the proposed activity.

(b) *Permit application and fee.* Unless specifically excluded by this article, any landowner operator or responsible party desiring a permit shall submit to the Director of Public Works a permit application made on a form provided by the City of Green Bay for that purpose.

(1) Unless otherwise exempted or excluded by this article, a permit application must be accompanied by the following to be considered by the Director:

a. A stormwater management plan;

b. A maintenance plan and a maintenance agreement;

c. Any easements which may be required;

d. A copy of plans and specifications for all stormwater facilities;

e. Certification by a professional engineer;

f. Any payment of a fee-in-lieu, as provided for under Section 16-81(m);

g. A nonrefundable permit administration fee; and

h. Performance securities, if applicable by subsection (d) of this section.

(2) The stormwater management plan shall be prepared to meet the requirements of Section 16-83 and the maintenance agreement shall be prepared to meet the requirements of Section 16-84.

(3) Fees shall be as provided in the City Fee Schedule and shall be billed to the applicant for actual expenses charged by the City or its consultant to review the stormwater management plan.

(c) *Review and approval of permit application.* The Director of Public Works shall review any permit application that is submitted with a stormwater management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:

(1) Within 30 business days of the receipt of a complete permit application, including all documents as required by subsection (b)(1) of this section, the Director of Public Works shall inform the applicant whether the application, stormwater management plan, maintenance agreement and easements are approved or disapproved based on the requirements of this article. The Director of Public Works shall base the decision on requirements set forth in Sections 16-81, 16-83, and 16-84.

(2) If the stormwater permit application, stormwater management plan, maintenance agreements and easements are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the Director of Public Works shall issue the permit.

(3) If the stormwater permit application, stormwater management plan, maintenance agreements or easements are disapproved, the City of Green Bay shall detail in writing the reasons for disapproval. The applicant may revise the stormwater management plan or agreement, or may appeal the decision to the Improvement and Service Committee as provided for in Section 16-86.

(4) If additional information is submitted, the Director of Public Works shall have 30 business days from the date the additional information is received to inform the applicant that the application, plan, maintenance agreement and easements are either approved or disapproved.

(5) Failure by the Director of Public Works to inform the permit applicant of a decision within 30 business days of a required submittal shall be deemed disapproval of the submittal.

(d) *Practice installation and maintenance performance security.* The Director of Public Works may, at their discretion, require the submittal of a performance security prior to issuance of the permit in order to ensure that the stormwater practices are installed and maintained by the permit holder as required by the stormwater management plan. The Director of Public Works shall determine the amount of the performance security. The performance security shall not exceed the total estimated construction cost of the stormwater management practices approved under the permit, plus 15 percent. The amount of the maintenance performance security shall be determined by the Director of Public Works not to exceed the maintenance costs estimated in the stormwater plan for the period during which the permit holder has maintenance responsibility. The performance security shall contain forfeiture provisions for failure to complete work specified in the stormwater management plan. Conditions for the release of performance security are as follows:

(1) The installation performance security shall be released in full only upon submission of as-built plans and written certification by a registered professional engineer in the State of Wisconsin that the stormwater practice has been installed in accordance with the approved plan and other applicable provisions of this article. The Director of Public Works may make provisions for a partial pro rata release of the performance security based on the completion of various development stages.

(2) The maintenance performance security, minus any costs incurred by the City of Green Bay to conduct required maintenance, shall be released at such time that the responsibility for practice maintenance is passed on to another private entity via an approved maintenance agreement or to the City of Green Bay.

(e) *Permit conditions.* All permits issued under this article shall be subject to the following conditions, and holders of permits issued under this article shall be deemed to have accepted these conditions. The Director of Public Works may suspend or revoke a permit for violation of a permit condition upon written notification to the permittee, landowner or responsible party. An action by the Director of Public Works to suspend or revoke this permit may be appealed in accordance with Section 16-86.

(1) Compliance with this permit does not relieve a permittee of the responsibility to comply with other applicable federal, state, and local laws and regulations.

(2) A permittee, landowner or responsible party shall design, install, inspect and maintain all structural and nonstructural stormwater management measures in accordance with the approved stormwater management plan, maintenance agreement, and this permit.

(3) A permittee, landowner or responsible party shall notify the Director of Public Works at least two business days before commencing any work in conjunction with the stormwater management plan and within five business days upon completion of the stormwater management practices. If required as a special condition, the permittee, landowner or responsible party shall make additional notification according to a schedule set forth by the Director of Public Works so that practice installations can be inspected during construction.

(4) BMP installations required as part of this article shall be certified as-built by a Wisconsin-licensed professional engineer. When required by the Director, a Wisconsin-licensed landscape architect, an arborist, or a nursery professional shall certify vegetation planting and vegetation establishment one full growing season after planting.

(5) Completed stormwater management practices must pass a final inspection to determine if they are in accordance with the approved stormwater management plan and this article. The Director of Public Works or other competent professionals identified by the Director of Public Works must make the inspection. The Director of Public Works shall notify a permittee, landowner or responsible party in

writing of any changes required in such practices to bring them into compliance with the conditions of the permit. A permittee, landowner or responsible party is further required to submit a certificate of completion, stating the completion of the permitted work in accordance with the plans, City of Green Bay, state and federal requirements. The certificate must be signed by the permittee, the contractor and the design engineer.

(6) A permittee, landowner or responsible party shall submit any proposed modifications to an approved stormwater management plan in writing to the Director of Public Works at least 30 days prior to execution. The Director of Public Works may require that a proposed modification be submitted as an original permit application for approval prior to incorporation into the stormwater management plan and execution.

(7) A permittee, landowner, or responsible party shall maintain all stormwater management practices specified in the approved stormwater management plan in a healthy and functioning condition until the practices either become the responsibility of the City of Green Bay or ~~are transferred to subsequent private owners~~until the responsibility is transferred to another responsible party as specified in the approved maintenance agreement. This requirement includes~~, but is not limited to~~ the stormwater management practices, all trees, ~~vegetated practices,~~ amended soil areas where impervious cover has been removed, and vegetation established according to the stormwater management plan. The City shall conduct inspections to determine compliance with this requirement and shall assess inspection fees as provided for in the City Fee Schedule.

(8) The responsible party authorizes the Director of Public Works to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property as authorized under Subch. VII of Wis. Stats. Ch. 66 (Wis. Stats. § 66.0701 et seq.), or to charging such costs against the financial guarantee posted under subsection (d) of this section.

(9) If so directed by the Director of Public Works, a permittee, land owner or responsible party shall repair, at the permittee's own expense, all damage to adjoining municipal facilities and drainageways caused by stormwater runoff where such damage is caused by activities that are not in compliance with the approved stormwater management plan.

(10) A permittee, landowner or responsible party shall permit property access to the Director of Public Works for the purpose of inspecting the property for compliance with the approved stormwater management plan and the permit.

(11) Where a stormwater management plan involves a change in the direction of some or all runoff from a site, increases in peak rate, and/or a change in the total volume of runoff from the site, it shall be the responsibility of the permittee to obtain from adjacent property owners any easements or other necessary property interests concerning the prevention of endangerment to property or public safety and flowage of water per Section 16-81(e)(6). Issuance of this permit does not create or affect any such rights.

(12) A permittee is subject to the enforceable actions detailed in Section 16-85 if the permittee fails to comply with the terms of a permit.

(13) Additional requirements established.

(14) The permit applicant shall post the certificate of permit coverage in a conspicuous location at the construction site.

(f) *Permit duration.* Permits issued under this section shall be valid from the date of issuance through the date the Director of Public Works notifies the permittee that all stormwater management practices have passed the final inspection or the permit is suspended or revoked pursuant to Section 16-85(f).

(Code 1984, § 30.07; Ord. No. 21-21 , § 2, 10-5-2021; Ord. No. 17-22 , §§ 12—15, 6-7-2022)

Sec. 16-43. Inspection.

(a) The Administering Authority may enter lands subject to the provisions of this chapter for purposes of inspection for compliance with the requirements of this chapter or for determining the applicability of the requirements of this chapter. The Administering Authority shall conduct a pre-construction erosion control inspection, routine compliance inspections and final inspections of all permitted land development or land disturbance activities within the Administering Authorities jurisdiction.

~~(a)~~(b) If land disturbing construction activities are occurring without a permit required by this article, the Administering Authority may enter the land pursuant to the provisions of Wis. Stats. § 66.0119(1), (2), and (3).

(Code 1984, § 34.13)

Sec. 16-40. Permitting requirements, procedures and fees.

(a) *Permit required.* No landowner, land user or responsible party may commence a land disturbing activity subject to this chapter without receiving prior approval of an erosion and sediment control plan for the site and a permit from the Administering Authority.

(b) *Permit application and fee.* At least one landowner, land user controlling or using the site, party desiring to, or responsible party that will undertake a land disturbing construction activity or land developing activity subject to this article shall submit an application for a permit and an erosion and sediment control plan that meets the requirements of Section 16-41 and shall pay an application fee as shown in the City Fee Schedule to the Administering Authority. By submitting an application, the applicant is authorizing the Administering Authority to enter the site to obtain information required for the review of the erosion and sediment control plan.

(c) *Permit application review and approval.* The Administering Authority shall review any permit application that is submitted with an erosion and sediment control plan, and the required fee. The following approval procedure shall be used:

(1) Within 15 business days of the receipt of a complete permit application, as required by subsection (b) of this section, the Administering Authority shall inform the applicant whether the application and plan are approved or disapproved based on the requirements of this article.

(2) If the permit application and erosion and sediment control plan are approved, the Administering Authority shall issue the permit.

(3) If the permit application or erosion and sediment control plan is disapproved, the Administering Authority shall state in writing the reasons for disapproval.

(4) The Administering Authority may request additional information from the applicant. If additional information is submitted, the Administering Authority shall have 15 business days from the date the additional information is received to inform the applicant that the erosion and sediment control plan is either approved or disapproved.

(5) Failure by the Administering Authority to inform the permit applicant of a decision within 15 business days of a required submittal shall be deemed to mean approval of the submittal and the applicant may proceed as if a permit had been issued.

(d) *Surety bond.* As a condition of approval and issuance of the permit, the Administering Authority shall require the applicant to deposit a surety bond, cash escrow, or irrevocable letter of credit to guarantee a good faith execution of the approved erosion control plan and any permit conditions.

(e) *Permit requirements.*

(1) All permits shall require the responsible party to:

a. Install all BMPs as identified in the approved erosion and sediment control plan.

b. Notify the Administering Authority upon completion of the initial BMP installation to request a BMP inspection prior to commencing further land disturbing construction activity or land developing activity.

c. Notify the Administering Authority within 48 hours of commencing any land disturbing construction activity or land developing activity.

d. Notify the Administering Authority of completion of any supplemental BMPs within seven calendar days after their installation.

e. Obtain permission in writing from the Administering Authority prior to any modification pursuant to Section 16-41(c) of the erosion and sediment control plan.

f. Maintain all road drainage systems, stormwater drainage systems, BMPs and other facilities identified in the erosion and sediment control plan.

g. Repair any siltation or erosion damage to adjoining surfaces and drainage ways resulting from land disturbing construction activities (or land developing activity) and document repairs in weekly site inspection reports.

h. Conduct construction site inspections at least once per week and within 24 hours after a precipitation event of 0.5 inch or greater. Repair or replace erosion and sediment control BMPs as necessary within 24 hours of an inspection or notification that repair or replacement is needed. Maintain, at the construction site, weekly written reports of all inspections. Weekly inspection reports shall include all of the following: date, time and location of the construction site inspection; the name of individual who performed the inspection; an assessment of the condition of erosion and sediment controls; a description of any erosion and sediment control BMP implementation and maintenance performed; and a description of the present phase of land disturbing construction activity at the construction site. Submit a copy of the weekly inspection report electronically to the Administering Authority.

i. Allow the Administering Authority to enter the site for the purpose of inspecting compliance with the erosion and sediment control plan or for performing any work necessary to bring the site into compliance with the erosion and sediment control plan.

j. Keep a copy of the erosion and sediment control plan, stormwater management plan, amendments, weekly inspection reports, and permit at the construction site until permit coverage is terminated.

(2) The permit applicant shall post the certificate of permit coverage in a conspicuous location at the construction site.

(f) *Permit conditions.* Permits issued under this section may include conditions established by the Administering Authority in addition to the requirements set forth in subsection (e) of this section, where needed to ensure compliance with the performance standards in Section 16-39.

(g) *Permit duration.* Permits issued under this section shall be valid for a period of 180 days, or the length the building permit or other construction authorizations, whichever is longer, from the date of issuance. The Administering Authority may extend the number of periods one or more times for up to an additional 180 days for each extension. The Administering Authority may require additional BMPs as a condition of the extension if they are necessary to meet the requirements of this article.

(h) *Maintenance.* The responsible party throughout the duration of the construction activities shall maintain all BMPs necessary to meet the requirements of this chapter until the site has undergone final stabilization.

(i) *Alternate requirements.* The Administering Authority may prescribe requirements less stringent for applicants seeking a permit for a construction site with less than one acre of disturbance.

(j) *Final stabilization.* Upon final stabilization and vegetation of disturbed areas, the best management practices shall be removed.

(k) *Reinspection.* The erosion control permit holder shall pay a reinspection fee as shown in the City Fee Schedule to the Administering Authority when required. Reinspection fees may be charged for reinspection when the erosion control permit holder is in non-compliance with the approved erosion control plan or erosion control permit after being notified of the non-compliance. The reinspection fee shall not preclude the City from conducting enforcement under Sec. 16.44 of this chapter.

(Code 1984, § 34.10)

Public Works Department
100 North Jefferson Street · Room 300
Green Bay, Wisconsin 54301-5026
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Operations 920.448.3535
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TO: Improvement and Services Committee
Steve Grenier, P.E. – Director of Public Works

FROM: Valerie Joosten, P.E. – Utility Manager

DATE: July 19, 2023

RE: Proposed 2024 Fee Schedule for Chapter 16 - Environment and Chapter 42 - Utilities

The City of Green Bay will be proposing changes to the Fee Schedule within the 2024 budget for permits and inspections related to erosion control and stormwater management under Chapter 16 – Environment and Chapter 42 – Utilities. Corresponding ordinance changes are also included. The fee changes are being proposed so that applicants share in some of the costs for the City to provide the services and to bring the fees closer to fees charged by neighboring communities. Although, the City's proposed fees would still remain low in comparison. If approved, the proposed fees are expected to increase permit and inspection revenue by about $25,000 in 2024.

The following summarizes the proposed changes:

- Small fee increases and changes to the fee structure are proposed for certain types of erosion control permits to be consistent with the types of reviews and to reflect different levels of effort. The fee structure would also ensure that fees are being charged for all types of erosion control permits. Currently, the City is not charging for utility erosion control permits.
- A stormwater management plan fee is being added to be consistent with City ordinance.
- An erosion control reinspection fee and storm water management practice inspection fee are being added to the fee schedule along with revisions to ch. 16 of the City ordinance related to inspections and associated fees. The erosion control reinspection fee is already being charged under ch. 44 of the City ordinance. The storm water management inspection fee is part of a new inspection program to comply with the WDNR municipal separate storm sewer system permit.
- No changes are proposed to the Fee in lieu of providing storm water management and the stormwater installation security rates.
- The City will continue to not charge a fee for ERU credit applications and will not establish rates for storm water maintenance securities.

The specific fee changes are presented in the following table.

Code Section	Description	Existing Fee	2024 Proposed Fee
16-40	Erosion control permit One- and two-family residential		Erosion Control Permit: One- and two-family residential…….$50

Code Section	Description	Existing Fee	2024 Proposed Fee
	Single parcel Multi-parcel or subdivision (per parcel) Multi-family residential Single parcel Multi-parcel (per parcel) Commercial, educational, institutional, industrial uses Single parcel Multi-parcel (per parcel)	$50 $20 $50 $20 $50 $20	Multi-family residential……$100 Commercial, educational, institutional, industrial uses……..$100 Underground utilities……$100 Other construction sites requiring permits……..$100
16-40 (proposed)	Erosion control - Reinspection fee (under ch. 44)	$75	Erosion control – Reinspection fee...$75
16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	$4,200	*No change.* Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))……$4,200
16-82	Storm water management plan permit fee	$0	Storm water management plan permit application and review fee……..$500
16-82	Storm water installation security	See proposed fee.	*No change.* Storm water installation security: 0.5 to 1.99 acres of disturbance…..$5,000 2 to 4.99 acres of disturbance…….$10,000 5 or more acres of disturbance…..$25,000 Not to exceed the total estimated construction cost of the stormwater management practice, plus 15%.
16-82	N/A	N/A	Stormwater management practice inspection fee (charged every 5 years at time of inspection)……$100
16-82	Storm water maintenance security	No fee.	*No change. The City has sufficient authority to require maintenance or charge for corrective maintenance.*
42-203	ERU credit application fee	No fee.	*No change. Cost is minimal and covered by the storm water management permit fee.*

Attachments:
Proposed changes to Sec. 16-40 Permitting requirements, procedures and fees.
Proposed changes to Sec. 16-43 Inspections.
Proposed changes to Sec. 16-82 for Storm Water Management Practice Inspections Fee
Fee Calculations Spreadsheet
- Estimated Costs
- Comparison Costs vs. Fees
- Fees for Other Communities

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.1

To grant a request by Napalese Lounge at 1351 Cedar St. to request an outdoor area on August 19 to the back parking area of the Napalese Lounge for a Summer Celebration.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. NAPALESE SUMMER CELEBRATION

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.2

To grant a request by Green Bay Sportservice, Inc. at 1265 Lombardi to request an outdoor area on September 23 to parking lots 5 & 6 on the West-Northwest side of Lambeau Field for their Green Bay Packers Season Kickoff Concert.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Kickoff Concert Map 9.23.2023 (1)
2. 2023-07-18 1265 LOMBARDI REQUEST

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.3

To grant an application for a "Class B" Liquor and Class "B" Beer license for Hamlet Creek LLC at 3562 Finger Rd. with a license premises description as "FULL BAR IN MAIN ROOM, OUTDOOR BAR ON A SLAB OUTSIDE THE WEST EXIT" and to request a waiver to State Statute 125.68(3) in granting a "Class B" liquor license within 300' of a school (Filed Paperwork on 6/12/2023 and previously licensed as Sepia Wedding Chapel, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ORG APP-3562 FINGER RD
2. BUSINESS SECURITY PLAN-3562 FINGER
3. CLASS B LICENSE STIPULATION FORM SIGNED.MERRILLJ.372
4. outdoor area at 3562 finger rd
5. 125.68(3)
6. 2016-07-11-P&W
7. 2016-09-12-P&W Minutes
8. 3562 FINGER RD-NEXT TO CHURCH&SCHOOL

open for business, and no person who holds a manufacturer's or rectifier's permit may allow the sale or provision of taste samples of intoxicating liquor on the manufacturing or rectifying premises as provided in s. 125.52 (1) (b) 2., unless there is upon the premises either the licensee or permittee, the agent named in the license or permit if the licensee or permittee is a corporation or limited liability company, or some person who has an operator's license and who is responsible for the acts of all persons selling or serving any intoxicating liquor to customers. An operator's license issued in respect to a vessel under s. 125.51 (5) (c) is valid outside the municipality that issues it. For the purpose of this subsection, any person holding a manager's license issued under s. 125.18 or any member of the licensee's or permittee's immediate family who has attained the age of 18 shall be considered the holder of an operator's license. No person, including a member of the licensee's or permittee's immediate family, other than the licensee, permittee or agent may serve or sell alcohol beverages in any place operated under a "Class A" or "Class C" license or under a "Class B" license or permit unless he or she has an operator's license or is at least 18 years of age and is under the immediate supervision of the licensee, permittee or agent or a person holding an operator's license, who is on the premises at the time of the service.

(2m) USE BY ANOTHER PROHIBITED. (a) No person may allow another to use his or her "Class A" or "Class C" license or "Class B" license or permit to sell alcohol beverages.

(b) The license or permit of a person who violates par. (a) shall be revoked.

(3) RESTRICTIONS ON LOCATION. No "Class A" or "Class B" license or permit may be issued for premises the main entrance of which is less than 300 feet from the main entrance of a public or parochial school, tribal school, as defined in s. 115.001 (15m), hospital, or church, except that this prohibition may be waived by a majority vote of the governing body of the municipality in which the premises is located. The distance shall be measured by the shortest route along the highway from the main entrance of the school, church, or hospital to the main entrance of the premises covered by the license or permit. The prohibition in this subsection does not apply to any of the following:

(a) Premises covered by a license or permit on June 30, 1947.

(b) Premises covered by a license or permit prior to the occupation of real property within 300 feet thereof by any school, hospital or church building.

(c) A restaurant located within 300 feet of a church or school. This paragraph applies only to restaurants in which the sale of alcohol beverages accounts for less than 50 percent of their gross receipts.

(4) CLOSING HOURS. (a) *Wholesalers.* No premises for which a wholesale intoxicating liquor permit has been issued may remain open for the sale of intoxicating liquor between the hours of 5 p.m. and 8 a.m., except on Saturday the premises may remain open until 9 p.m.

(b) *"Class A" retailers.* No premises for which a "Class A" license or permit has been issued may remain open for the sale of intoxicating liquor between the hours of 9 p.m. and 6 a.m. A municipality may, by ordinance, impose more restrictive hours than those provided in this paragraph.

(c) *"Class B" and "Class C" retailers.* 1. Subject to subds. 3. and 6. and s. 125.51 (3r) (a) 3., no premises for which a "Class B" license or permit or a "Class C" license has been issued may remain open between the hours of 2 a.m. and 6 a.m., except as otherwise provided in this subdivision and subd. 4. On January 1 premises operating under a "Class B" license or permit are not required to close. On Saturday and Sunday, no premises may remain open between 2:30 a.m. and 6 a.m. except that, on the Sunday that daylight saving time begins as specified in s. 175.095 (2), no premises may remain open between 3:30 a.m. and 6 a.m. This subdivision does not apply to a "Class B" license issued to a winery under s. 125.51 (3) (am).

3. Between 12 midnight and 6 a.m. no person may sell intoxicating liquor on "Class B" licensed premises in an original unopened package, container or bottle or for consumption away from the premises or on "Class C" licensed premises as authorized under s. 125.51 (3r) (a). A municipal governing body may, by ordinance, impose more restrictive hours than are provided in this subdivision except with respect to the sale of intoxicating liquor authorized under s. 125.51 (3r) (a). This subdivision does not apply to a "Class B" license issued to a winery under s. 125.51 (3) (am).

3m. No premises for which a "Class B" license has been issued under s. 125.51 (3) (am) may remain open for the sale of intoxicating liquor between the hours of 9 p.m. and 8 a.m.

4. Hotels and restaurants the principal business of which is the furnishing of food, drinks or lodging to patrons, bowling centers, movie theaters, painting studios, racetrack grounds, as defined in s. 125.27 (5) (a), indoor horseshoe−pitching facilities, curling clubs, golf courses and golf clubhouses may remain open for the conduct of their regular business but may not sell intoxicating liquor during the closing hours under subd. 1. or, with respect to the sale of intoxicating liquor authorized under s. 125.51 (3r) (a), under subd. 3.

5. A municipality may not, by ordinance, impose different hours than those provided under subd. 1.

6. No person may serve wine after 9 p.m. on premises covered by a temporary "Class B" license issued as provided in s. 125.51 (10) (b).

(5) RESTAURANT SANITATION RULES. No applicant may obtain a "Class B" license or permit or a "Class C" license unless the premises complies with the rules promulgated by the department of agriculture, trade and consumer protection governing sanitation in restaurants. However, the department of agriculture, trade and consumer protection may not restrict the serving of cheese without charge in individual portions to customers as permitted by s. 97.01 (14g).

(8) SALE FROM ORIGINAL CONTAINER. (a) A person convicted of any of the following prohibited activities shall be fined not less than $150 nor more than $500 or imprisoned not less than 60 days nor more than 6 months or both:

1. Diluting any intoxicating liquor for purposes of sale as undiluted intoxicating liquor.

2. Refilling any original container which had previously been used for intoxicating liquor containing 21 percent or more of alcohol by volume.

3. Possessing diluted intoxicating liquor or refilled original containers on any premises covered by a "Class A" or "Class C" license or "Class B" license or permit.

(b) Possession of an original container which contains diluted intoxicating liquor or which has been refilled is prima facie evidence of intent to violate this subsection.

Cross−reference: See also s. Tax 8.43, Wis. adm. code.

(9) LABELS; CONTENTS; PACKAGING. (b) All containers of intoxicating liquor sold in this state shall be clearly and legibly labeled with the name and address of the manufacturer and the name of the intoxicating liquor. The label shall meet any other labeling requirements created by the federal alcohol administration act.

(c) No intoxicating liquor may contain any added ingredients or substances which are injurious to health or deleterious for human consumption.

(d) All packages or containers of intoxicating liquor delivered in this state shall bear seals affixed by the manufacturer so that the contents cannot be removed without breaking the seals.

(e) No person holding a license or permit issued under this chapter may possess or sell any package or container of intoxicating liquor which does not comply with pars. (b) and (d) or which

MINUTES
PROTECTION & WELFARE COMMITTEE
Monday, July 11, 2016
City Hall, Room 207
5:00 p.m.

MEMBERS PRESENT: Ald. Dorff, Ald. Galvin, Ald. Scannell, Ald. Zima
MEMBERS EXCUSED: None
MEMBERS ABSENT: None
OTHERS PRESENT: Asst. City Atty Kristen Bohnert & City Atty. Vanessa Chavez
Captain Keith Knobel/Chief Andrew Smith-Police Dept.
Ald. Tom DeWane, Andy Nicholson, David Nennig
Other interested parties.

1. Roll Call.
The meeting was called to order Chairman Scannell at 5 p.m.

2. Approval of the Agenda.
A request was made by Ald. Scannell to take items out of order. They are shown in proper format here.

Moved by Ald. Zima , seconded by Ald. Dorff to approve the agenda as modified. Motion carried.

3. Approval of the minutes from the June 6, 2016 meeting.
Moved by Ald. Dorff, seconded by Ald. Zima to approve the minutes from the June 6, 2016 meeting. Motion carried.

(Item #17 taken next on the agenda)

Ald. Scannell announced that action taken on all agenda items will go to the next City Council meeting as a recommendation for final action.

4 Request by the owners of the Loading Dock, 1405 N. Webster, to hold an outdoor event on July 16, 2016.

No objection from the City Attorney's Office or the Police Department.

Motion made by Dorff, seconded by Galvin to open the floor to allow interested parties to speak. Motion carried.

William Baker – 1405 N. Webster
Mr. Baker explained that this is a one-time event involving a birthday party with approximately 100 or less attendees. He does not plan to have additional security. If allowed, he would like to serve alcohol outside the bar. Temporary fencing was suggested so that the outside area is confined.

Motion made by Galvin, seconded by Dorff to return to regular order of business. Motion carried.

Ald. Zima noted that at one time the City had a form for a business owner to make such a request.

Moved by Ald. Zima, seconded by Ald. Dorff to approve the request by the owners of the Loading Dock, 1405 N. Webster, to hold an outdoor event on July 16, 2016 with the caveat that alcohol can be taken outside as long as temporary fencing is provided; and that staff research the form suggested by Ald. Zima to allow such a one-time event. Motion carried.

5. Request by Saz's Hospitality Group to hold an outdoor event at Lambeau Field on September 3, 3016.

No objection from the City Attorney's Office or the Police Department.

City Attorney's Office explained this is request is to have tents outside for the Wisconsin/LSU game to be held at Lambeau Field on September 3rd. Lambeau already has permission for outdoor events at NFL games.

Moved by Ald. Galvin, seconded by Ald. Dorff to open the floor to allow interested parties to speak. Motion carried.

Joe Brueggenann of Saz's Hospitality - Milwaukee
Joe Brueggemann stated that the Packer Organization has requested that Saz's provide a beer garden south of the field for this event. He was unsure if he needed a license.

When asked by Ald. Zima if the City receives any revenue from this type of event, Mr. Brueggemann responded that he was unsure, although mentioned impact fees.

Legal noted that the purpose of this request is to grant a license for this activity.

Moved by Ald. Dorff, seconded by Ald. Galvin to return to regular order of business. Motion carried.

Moved by Ald. Dorff, seconded by Ald. Galvin to approve the request by Saz's Hospitality Group to hold an outdoor event at Lambeau Field on September 3, 2016.
Ayes: Dorff, Galvin, Scannell
Nays: Zima
Motion carried 3-1.

6. Request by the owners of Hyatt Hotel, 333 Main Street, to include an outdoor space as part of their licensed premises.

Legal Department recommended approval pending a decision from the RDA who owns the proposed location. Police Department voiced no objections, noting that a fence would be required if this is to be a permanent feature.

Ald. Zima asked that legal counsel bring back information related to present price of leasing.

Moved by Ald. Scannell, seconded by Ald. Galvin to open the floor to allow interested parties to speak. Motion carried.

Jennifer Vieira-333 Main St.
Jennifer Viera, Director of Operations, Hyatt explained that with the expansion of the Convention Center, the Hyatt is looking to ensure a liquor license for weddings and other outside events. She was unsure of leasing costs, but agreed to provide such information.

Ald. Galvin stated that the concern of the committee is with people wandering in and out of an outdoor area with alcohol. Ms. Vieria stated there would be security present.

Ald. Zima suggesting holding the item until leasing information is known.

Ald. Scannell asked if anything is scheduled in the near future and Ms. Vieria stated not at this time.

Moved by Ald. Scannell, seconded by Ald. Zima to return to regular order of business. Motion carried.

Ald. Zima stated he would like a formal plan to be in place, again suggesting some type of application form which would address if the value is worthwhile and to assure that security is in place.

Ald. Galvin asked if there would be a "blueprint" of the proposed fencing, also asking if such was legal on City property.

Ald. Galvin suggested approval be based on acceptance from the RDA. It was noted that the RDA meets tomorrow, however, this item would not be on their agenda. Holding a special meeting of this committee or changing the date of the regular meeting after the RDA meets was suggested. RDA will meet next on August 1st. The next regular meeting of this committee was scheduled for Thursday, August 4th at 3 p.m. and this item will be on the agenda (changed from August 1st).

Motion made by Ald. Galvin, seconded by Ald. Dorff to hold approval of the request by the owners of the Hyatt Hotel, 333 Main Street, to include an outdoor space as part of their licensed premises until August 4, 2016 pending a plan and approval by the RDA. Motion carried.

7. Request by Ald. Scannell, on behalf of Downtown Green Bay, Inc. to allow more than two food trucks for Thursday Lunch with Morty the Moose on Main.

No objections from the City Attorney's Office or the Police Department.

This event is held every Thursday throughout the summer. The present ordinance restricts food trucks to two unless special event.

Moved by Ald. Dorff, seconded by Ald. Galvin to suspend the rules to allow interested parties to speak. Motion carried.

Jeff Merkens, Executive Director- Downtown Green Bay
Mr. Merkens explained this is a request from Old Main Street which he has helped to coordinate. The Morty the Moose event will be held on Thursdays the month of August from 11 a.m. to 2 p.m. (possibly into September). Nearby restaurants and businesses have given approval and are supportive of events in the Main Street District.

When asked if parking is available, Mr. Merkens indicated there is adequate parking for 40 to 60 vehicles. He also noted that food trucks are required to be permitted by the city.

Moved by Ald. Dorff, seconded by Ald. Galvin to return to regular order of business. Motion carried.

Moved by Ald. Zima , seconded by Ald. Galvin to approve the request by Ald. Scannell, on behalf of Downtown Green Bay, Inc. to allow more than two food trucks (maximum of five) for Thursday Lunch with Morty the Moose on Main during the months of August and September. Motion carried.

8. Renewal application for a “Class B” Combination License by Kathleen Broder at 1332 S. Broadway.

No objection from either the City Attorney’s Office or the Police Department.

Moved by Ald. Dorff, seconded by Ald. Galvin to approve the Renewal application for a “Class B” Combination License by Kathleen Broder at 1332 S. Broadway. Motion carried.

9. Application for a “Class B” Combination License by McNeils GB, LLC at 708 Bodart. (Currently Bullseye Pizza Pub).

No objection from either the City Attorney’s Office or the Police Department.

Moved by Ald. Scannell, seconded by Ald. Zima to open the floor to allow interested parties to speak. Motion carried.

Shaun McKeefry-708 Bodart St.
Shaun McKeefry, owner of McNeils, confirmed Ald. Galvin’s inquiry that this will be a bar and pizza business.

Moved by Ald. Galvin, seconded by Ald. Dorff to return to regular order of business. Motion carried.

Moved by Ald. Zima , seconded by Ald. Dorff to approve the Application for a "Class B" Combination License by McNeils GB, LLC at 708 Bodart. (Currently Bullseye Pizza Pub). Motion carried.

10. Application for a "Class A" Liquor and Class "A" Beverage License by Krist Oil Co. at 1180 E. Mason Street. (Currently Astor Park Mini Mart)

No objection from either the City Attorney's Office or the Police Department.

Moved by Ald. Zima, seconded by Ald. Dorff to approve the Application for a "Class A" Liquor and Class "A" Beverage License by Krist Oil Co. at 1180 E. Mason Street. (Currently Astor Park Mini Mart). Motion carried.

11. Application for an available "Class B" Combination License by Board and Brush Creative Studio-Green Bay, LLC at 235 N. Broadway.

No objection from the City Attorney's Office or the Police Department.

When asked by Ald. Zima the type of business, it was explained Board and Brush will be a studio where individuals can paint and do arts and crafts. Alcohol is available.

Ald. Zima confirmed this is a new liquor license, asking if there is still a moratorium in place. He noted that several years ago an effort was made to reduce liquor licenses in this area. Legal explained there is no ordinance, however, at one time resolutions were in place. Zima questioned the need for liquor at this type of business.

Ald. Galvin noted this appears to be a current trend while doing this type of activity.

A business plan was noted to be on file which includes hours or operation and that only 24 customers are allowed at one time.

Ald. Zima asked if approval could be given with the caveat that the business surrender their license if they close and not be allowed to sell it to a new owner. Response was made that it is not legal to sell a liquor license to another business and it is a requirement to contact the city for a transfer.

Moved by Ald. Dorff , seconded by Ald. Galvin to open the floor to allow interested parties to speak. Motion carried.

Katie Forman – 235 N. Broadway
Katie Forman, owner, explained that art is the primary focus of this business, also providing creativity and a social experience. The cost to attend classes is $65. There will be one employee to work with every six people. In addition to wine, soda and water would be provided. Stated she understood the requirements of a liquor license.

Moved by Ald. Dorff, seconded by Ald. Galvin to return to regular order of business. Motion carried.

Moved by Ald. Zima , seconded by Ald. Galvin to approve the Application for an available “Class B” Combination License by Board and Brush Creative Studio-Green Bay, LLC at 235 N. Broadway with the condition that the license be returned to the City unless sold to same kind of business. Motion carried.

12. Application for a Class “B” Beverage License by Gather on Broadway at 139 N. Broadway.

Ald. Galvin stated that because his daughter recently had a wedding reception at this establishment, he would abstain from the vote.

No objection from the City Attorney’s Office, or the police Department.

Ald. Zima stated that again this is an application for a liquor license on Broadway. He noted that the City OWI Task Force was created to reduce the number of alcohol related businesses on this street. He suggested a review of former moratoriums.

Ald. Scannell indicated that if this were a tavern he would be concerned, however, this is a business where wedding receptions and other gatherings will be held. Serving liquor is not the focus.

Captain Keith Knobel explained this is not viewed as a bar by the Police, nor is the Board and Brush above, but rather a place where larger group luncheons and wedding receptions can be held and where alcohol is an option.

Ald. Zima noed that the effort made to clean up Broadway has been successful and he does not want to see that revert. He again asked if the owner would consider returning the license to the City in the event the business closes.

Moved by Ald. Dorff, seconded by Ald. Scannell to open the floor to allow interested parties to speak. Motion carried.

Tom Everman- 139 N. Broadway
Stated that this building last housed a Segway tour business. The space was renovated to accommodate this new business. When asked about the size of events, the response was that numbers will range from 16 for private dining to 350 for weddings and other larger gatherings.

Tony Ehrbar of 139 North Broadway addressed parking availability.

When asked by Ald. Zima if there would be any problem with forfeiting the license if the building sold, the response was they would not.

Moved by Ald. Zima, seconded by Ald. Scannell to return to regular order of business. Motion carried.

Moved by Ald. Zima , seconded by Ald. Dorff to approve the Application for a Class “B” Beverage License by Gather on Broadway at 139 N. Broadway, subject to them giving their license back to the City unless sold to same type of business.
Ayes:
Abstain: Galvin
Motion carried.

(Agenda items 13 and 14 taken out of order)

14. Request by Ald. Scannell to amend Section 33.08 (2) RESTRICTIONS ON LOCATION. (Amd. GO 11-00) (Amd. GO 25-10) No alcohol license shall be issued for a premises when any portion of the structure housing the premises would be less than 300 feet from any portion of a structure housing any established public school, parochial school, hospital, or church.

Ald. Scannell stated he brought this item forward as he believes the ordinance was meant to address convenience stores and taverns. He is aware of a business which wishes to open in said areas, a type of one stop wedding shop which is not in the business to sell alcohol.

Ald. Zima asked if Scannell is suggesting a change in ordinance or rather if he would like an exemption. Scannell suggested an amendment which would allow this type of business.

It was suggested that at this time an exemption be made for the business and that a future change to the ordinance be considered which would include specific events to be excluded.

Attorney Bohnert distributed the current ordinance along with the State Statute which regulates restrictions on location. She explained that the current ordinance does not allow the Council to make an exemption, however, they could waive the requirement until the ordinance is amended.

Ald. Zima stated he would prefer a provision for waiver, rather than a change to the ordinance. Attorney Bohnert highlighted the language from state statute which could be used as a basis for amendment. The process of change would take two months.

Moved by Ald. Zima, seconded by Ald. Galvin to open the floor to allow interested parties to speak. Motion carried.

Gina Krahn - 35621 Finger Road for Sepia Wedding Chapel
Explained the majority of her business is weddings, family reunions, etc. usually held on weekends. Food is catered, and she would like to provide liquor. She has a good relationship with the school next door and at times they have shared parking.

Moved by Ald. Dorff, seconded by Ald. Galvin to return to regular order of business. Motion carried.

Ald. Scannell asked how the committee wished to proceed – to amend the law and define specific businesses to be allowed, or to provide exemptions on an individual basis.

Ald. Galvin stated he preferred the exemption process on a case to case basis which would allow more control. Although Ald. Zima stated he would prefer a two-thirds vote to pass, others had no issue with a majority vote.

Ald. Dorff asked for examples of other issues requiring a 2/3rds vote, the response was there are not a lot and those that do relate to resolutions, moratoriums, etc.

Motion by Ald. Zima, seconded by Ald. Galvin to approve the request by Ald. Scannell to amend Section 33.08 (2) RESTRICTIONS ON LOCATION. (Amd. GO 11-00) (Amd. GO 25-10) No alcohol license shall be issued for a premises when any portion of the structure housing the premises would be less than 300 feet from any portion of a structure housing any established public school, parochial school, hospital, or church to be waived by a two-thirds vote of the governing body. Motion carried.

13. Application for a "Class B" Combination License by Sepia Wedding Chapel, LLC at 3562 Finger Road.

Per discussion in #14 above, it was suggested to hold approval of this application for two months or until after ordinance is amended.

Moved by Ald. Zima , seconded by Ald. Galvin to hold the Application for a "Class B" Combination License by Sepia Wedding Chapel, LLC at 3562 Finger Road until the first P&W meeting after the GBMC meets or Section 33.08 of the Ordinance is amended. Motion carried

15. Appeal by Leslie Newton to the denial of her Operator License application.

City Attorney's Office recommended denial based on arrest, conviction, municipal court records, and records on CCAP for this individual.

Police Department concurs with this recommendation due to the pattern of violations related to operating after revocation, intoxication, etc. over many years.

Moved by Ald. Dorff, seconded by Ald. Galvin to open the floor to allow interested parties to speak. Motion carried.

Leslie Newton – 234 Berger Street, Green Bay
Ms. Newton explained she has been offered a position in management at Applebee's Restaurant which requires a liquor license. Although she already is allowed to serve liquor, she needs a license to future her goals.

Ald. Dorff asked about the aforementioned charges and Ms. Newton explained that at the age of 16 she had a “heavy foot” and was pulled over several times and was put on probation. She continued to drive. Dorff noted several charges were reduced and Atty. Bohnert explained the system used by the DA’s office.

Ald. Dorff asked why so many altercations with the law and Ms. Newton explained her situation. When asked what’s different now, she stated that about two years ago she lost everything and began to find a way to straighten out. She is on medication through her physician, and has been to counseling, however, has not stuck it out. Ms. Newton provided letters of recommendations from Applebee’s and from the DA.

Ms. Newton stated she is fighting not only for a bartender license, but also for her future.

Ald. Zima stated he would be in favor of approval.

Ms. Heideman, Everest Drive, Green Bay
Stated that Ms. Newton will not be tending bar in her management position, noting that it is, however, a requirement to have a license. She has seen Ms. Newton go through ups and downs but feels she is on an upswing at this time.

Moved by Ald. Dorff, seconded by Ald. Galvin to return to regular order of business. Motion carried.

Ald. Zima stated that as Ms. Newton’s position is in a supervisory role and the establishment has put their faith in her, he would support approval of the request for an operator license.

Moved by Ald. Zima , seconded by Ald. Dorff to reopen the floor.
Motion carried.

Leslie Newton – Stated that Applebee’s did run a background check which they approved and accepted.

Moved by Ald. Dorff, seconded by Ald. Zima to return to regular order.
Motion carried.

Ald. Galvin indicated that he is not in favor of approving this request, stating that although Ms. Newton has taken steps to improve her life, he feels more time is needed before a liquor license is granted. He feels she has shown disregard for obeying laws in the past.

Ald. Dorff opined that Ms. Newton seems to accept her situation and has family and employer support. She would like Ms. Newton to have a second chance, stating she would support the request.

Ald. Zima stated that past experience has shown that when an employer backs his employee, the request is usually granted noting that they are putting their license at risk if the individual fails.

Ald. Scannell stated that although he would also have liked to see more time pass since the last incident, this is a position of management which requires a level of maturity and skills. Ms. Newton will not just be serving alcohol behind a bar. He also stated that Ms. Newton's letters of recommendation speak well for her and that she has the support of many. Giving these reasons, Scannell stated he would support the request.

Motion made by Ald. Zima, seconded by Ald. Dorff to approve the Appeal by Leslie Newton to the denial of her Operator License application.
Ayes:
Nays: Galvin
Motion carried 3-1

16. A discussion and possible action regarding an ordinance relating to the Green Bay Public Arts Commission.

A draft ordinance was included in packet material. Atty. Bohnert noted that Atty. Quarles of the Law Department drafted the ordinance and has recommended that item (h) be amended to state, "that all City Departments . . on installation and maintenance . . .".

When Ald. Zima asked why this is necessary, it was explained that it is for advisory reasons and is a more coordinated way to assure the efforts of public and private entities. Ald. Scannell, who helped work on the document, stated that in the future issues will not come to Protection & Welfare but instead go directly to the standing committee involved who will then report to the City Council. It was explained that the ordinance will refer issues to professionals in the specific area. One alder will serve on the Commission who can report directly to the Council. Many communities in the state have approved such an ordinance.

Moved by Ald. Dorff, seconded by Ald. Zima to open the floor to allow interested parties to speak. Motion carried.

Matt Bero - South Monroe
Noted there has been in a lot of planning to make the Public Arts Commission a cohesive effort and that they see no downside. Pointed out that Milwaukee & Madison have had Public Arts Commissions for the last 20 years. Any art that is placed in the City in a public space can be moved or changed by request.

Ald. Zima asked what is lacking that this should be implemented. Several examples were given, one being new areas to be activated

Moved by Ald. Dorff, seconded by Ald. Galvin to return to regular order of business. Motion carried.

Ald. Scannell opined that the ordinance will serve as an advocate, a promoter, will channel art, and will be a benefit to the City.

Motion made by Ald. Dorff, seconded by Ald. Galvin to approve the Ordinance relating to the Green Bay Public Arts Commission with amendment to Section (h). Motion carried.

(Move to #18 on the agenda)

17. A discussion and possible action regarding an ordinance relating to the replacement of lead water service lines.

It was explained that the development of an ordinance will provide a vehicle to contact residents who may need replacement of lead water service lines. At this time, lines needing replacement have been identified and involve approximately 250 homes. Partial funding has been established for this program through the City and there is the potential of additional dollars through a DNR Safe Drinking Water Loan grant.

Ald. Zima noted that the cost of the program is not specifically addressed in the ordinance. Staff explained that this document is primarily a vehicle to inform residents of the issue and is a first step. When further funding is identified, this committee will be informed. It is estimated to cost approximately $6,000 per home and the City has committed to provide $300,000. Of the total number of homes involved, 40 relate specifically to the City.

Motion made by Zima, seconded by Dorff to approve an Ordinance relating to the Replacement of Lead Water Service Lines pending financing being available. Motion carried.

(Back to #4 on the agenda)

18. A discussion and possible action regarding Pedal Pubs in Green Bay.

At the last meeting staff was directed to review other cities who have Pedal Pubs and report back.

Captain Keith Knobel stated he spoke to the Police Chief who supports the idea of Pedal Pubs although has concerns he thinks can be alleviated through a very stringent ordinance. The Chief visited the City of Milwaukee to review where they have Pedal Pubs in the 3rd ward. He spoke to officers who stated they had no issues, however, it was noted that they operate in an area with little traffic. Pedal Pubs in Madison were also reviewed and again it was found that they operate in areas of little traffic.

Captain Knobel questioned what area the individual has in mind for Green Bay if Pedal Pubs were to be approved. The Chief asked that any business plan and ordinance include an acceptable level of operation to not worry about the safety of pedestrians and those on bicycles.

Ald. Galvin reported that he visited Milwaukee and rented a Pedal cab with his family and friends, 15 in all. They went to the Pedal Tavern, located at the edge

of the 3rd ward who owns six of these units. They were there at the time of a Brewer game and Summerfest and found it to be a good experience

Galvin stated he talked with the Manager at the Pedal Tavern who explained that they run about 40 trips with the vehicles on Saturday, and another 30 to 40 during the week. There was always one coming in and out, loading up and heading out. Galvin and his party went about one mile on the pedal cab visiting three establishments where they had something to eat and drink, after which they returned to the Pedal Tavern for a meal. He stated rules allow for three 12 oz cans per individual on the vehicle and no hard liquor. Drinking has to be done on the unit and cannot be taken off the vehicle. They brought snacks on the cab and enjoyed music, interacting with individuals on the route. Galvin explained that the Pedal Tavern has pre-saved parking for the cabs to allow for safe on and off. He found the experience enjoyable and safe and had nothing negative to report. Galvin stated he could see this as a benefit in the Green Bay area.

Ald. Dorff indicated her concerns were addressed by Ald. Galvin related to vehicle operation in traveled areas. She questioned use on bridges and Galvin stated that use on Tower Drive would not be appropriate, suggesting that test runs be done on the others.

Related to the concern of alcohol use, Galvin indicated that passengers wear wrist identification and those establishments where they stopped offered a discount on food and beverages, one being a sangria wine bar and another a draft beer bar.

Ald. Zima asked if there was a designated driver and Galvin indicated that in the beginning there was, however, by the end of the time spent there, they had switched to water. He noted that two of the groups used Uber service to get home and back. Police officers were seen in the area and overall it was a friendly atmosphere, enjoyed by patrons and others visiting restaurants, etc.

Moved by Ald. Dorff, seconded by Ald. Galvin to open the floor to allow interested parties to speak. Motion carried.

Will Liebergen – 231 N. Broadway
Operates a bar at 231 North Broadway in Green Bay. He noted that the committee appears to be moving toward a better appreciation and understanding of the use of pedal pubs. He confirmed that the vehicle used by Ald. Galvin was not motor assisted, stating that the ones he hoped to have in Green Bay would be and, therefore, would be more accessible in and out of traffic or on bridges.

When asked the speed of the units, Mr. Liebergen thought between 5 to 7 miles per hour. He pointed out that downtown Green Bay is relatively traffic free as compared to Milwaukee and Madison.

Ald. Zima asked if Mr. Liebergen had routes in mind. He replied that North and South Broadway would be considered as they are relatively quiet other than between Walnut and Dousman. He also noted that a 4 mile route near the paper mills is a consideration as there are establishments on the route in addition to

bike lanes. Another would be a route to the downtown area over one bridge and back over another. He stated there would be routes to offer, however, would also be based on customer request, wine, ice cream, chocolate, boutiques, shopping, etc. He noted there are many options, many of which are not alcohol related.

When asked where vehicles would be housed, Mr. Liebergen stated that his establishment has a back parking lot where they would be kept with access on Hubbard Street.

Mr. Liebergen informed the committee that current State Statute allows for pedal pub operation, however, he brought the idea before this committee to assure it would be a safe operation in Green Bay and held to high standards. He suggested that an ordinance include the requirement of a liquor license or ties to an establishment, and an operator's license to assure accountability.

A citizen also spoke regarding his opposition of pedal pubs. The citizen stated although he understands the Police Chief supports the pedal pub vehicles, he opined it is just another opportunity to drink in different places. He also expressed concern with the traffic routes and interruption with car traffic.

Moved by Ald. Zima, seconded by Ald. Dorff to return to regular order of business. Motion carried.

Ald. Galvin suggested that the matter be referred to staff develop and ordinance after review of those used in Milwaukee, Madison, and Minneapolis. It should include route ideas, hours of operation, how many vehicles can operate, etc.

Ald. Zima questioned why someone would make the investment, noting that Green Bay is not the size of the other cities which have the population to make this type of venture successful. He does see potential around the Packer Stadium and Bay Beach, however, questioned other routes and traffic concerns on Broadway which is basically two lanes. Although not totally opposed, questions the benefit and fit to the Green Bay area.

Moved by Ald. Dorff, seconded by Ald. Galvin to open the floor to allow interested parties to speak. Motion carried.

Tyler 2675 Kathy Drive, Green Bay
Co-owner of Green Light, an organization to promote positive disruptive change and enrich adversity in the Green Bay area. Stated that although Green Bay is not as large as Milwaukee and Madison, it is the third largest city in the state. The community has three colleges and there is a continuous fight to bring culture to the area. It is known that Green Bay is not expanding as quickly as DePere or Ashwaubenon. Pedal Pubs have proved successful in other areas and the ordinance suggested is stricter than State Statute. He pointed out that the accident in the Minneapolis area involved an individual who was intoxicated and who was charged with misdemeanor felonies. He would like to see the City give this idea an opportunity as it will give people something else to do and draw

individuals to the community to see the changes to the waterfront related to condos and other business opportunities.

Brian Johnson – South Irwin, Executive Director – On Broadway
Mr. Johnson stated On Broadway, Downtown Green Bay, Old Main Street, and the Visitor & Convention Bureau all support the idea of Pedal Pubs. The main concern relates to their safe operation. Mr. Johnson shares that concern and is looking for input from the committee and Council to assure safety. He opined that alcoholism is not related to this activity stating that people will find a way to drink if they want to. He stated that when amenities are hindered in a community, it does not better their position.

Moved by Ald. Dorff, seconded by Ald. Galvin to return to regular order of business. Motion carried.

Motion made by Ald. Galvin, seconded by Ald. Dorff to refer to staff to develop an ordinance related to the request that the City Council consider Pedal Pubs in Green Bay after review of those used in Milwaukee, Madison, and Minneapolis. It should include route ideas, hours of operation, how many vehicles can operate, etc. Motion carried.

Motion made by Ald. Dorff, seconded by Ald. Galvin to adjourn at 7:45 p.m.

Respectfully submitted by:

Rae G. Knippel
Transcription

MINUTES
PROTECTION & WELFARE COMMITTEE
Monday, September 12, 2016
City Hall, Room 207
5:00 p.m.

MEMBERS PRESENT: Ald. Dorff, Ald. Galvin, Ald. Scannell, Ald. Zima
MEMBERS EXCUSED: None
MEMBERS ABSENT: None
OTHERS PRESENT: Asst. City Atty Kristin Bohnert
Police Department Captain Brad Florence
Other interested parties

1. Roll Call.
The meeting was called to order Chairman Scannell at 5 p.m.

2. Approval of the Agenda.
Moved by Ald. Dorff, seconded by Ald. Zima to approve the agenda as presented. Motion carried.

3. Approval of the minutes from the August 4, 2016 meeting.
Moved by Ald. Zima , seconded by Ald. Dorff to approve the minutes from the August 4, 2016 meeting as presented. Motion carried.

4 Consideration with possible action a request by Ald. Zima that the City Attorney provide a lettered opinion to the City Council, as well as the citizens of Green Bay, regarding the constitutionality of the following:
   a. The City of Green Bay's Code of Conduct
   b. The application of the City of Green Bay's Ethics Code outside of financial conflicts.

This was previously discussed at the August 4, 2016 Protection & Welfare meeting and was referred back after the City Council meeting on August 16.

City Attorney Vanessa Chavez stated that the Law Department could not undertake this request because it involves a conflict of interest under the Rules of Professional Conduct governing attorneys, and as a result, notified the Committee that the request could only be filled by hiring outside counsel if the Council so chose. A response to a related request for the actual authority for the Code of Ethics and Code of Conduct was provided. Statute 19.59 states that the City can adopt an ethics ordinance, which was not to be limited exclusively to those actions identified by the state. Statute 62.11 (3) provides for the authority to regulate members of the body by controlling attendance, disorderly conduct, rules of order, etc. And Roberts Rules of Order generally allows a body to govern its own conduct.

Ald. Zima disputed that a conflict of interest exists under the Rules of Professional Conduct and clarified his position stating that he is asking the Law Department for a lettered opinion which would be his "armor" to protect him if he takes action under the Ethics Code or the Code of Conduct. Atty. Chavez

clarified that the members of the Council are entitled to legislative immunity for their actions so he would not be held personally responsible.

Zima stated it is the duty of the Law Department to inform him if he and the Council are heading in the right direction. Zima further stated he is uncomfortable in participating in something where he is not legally on firm ground, stating it is the duty of the Law Department to make a recommendation. Atty. Chavez responded it is her duty to advise the Council about the constitutionality of an ordinance before it is adopted, but once it is adopted, it becomes her duty to uphold and defend those ordinances until repealed, amended, or declared void by a court of competent jurisdiction. She stated that she cannot simultaneously uphold the ordinance while also reviewing it to try and poke holes in the ordinance because it would compromise her duty of loyalty to the City. She therefore recommended that the Council hire outside counsel to conduct the requested review. Atty. Chavez noted that she could provide recommendations for revisions, which is different that asking to review the constitutionality.

Ald. Zima asked for a lettered opinion from the Legal Department as to the City Attorney's position on this matter regarding the authority for the Code of Conduct and Ethics Code, and a review of the constitutionality which the Council can rely on. Ald. Zima acknowledged that the position letter may only set forth the basis for the conflict of interest and the recommendation to hire outside counsel, but he wanted this in writing. Ald. Zima also requested that the Law Department review the Ethics Code and Code of Conduct and recommend revisions. Atty. Chavez agreed to draft the lettered opinion, though she noted that under the ordinance, the revisions to the Codes should be directed to the Ethics Board rather than the Protection and Welfare Committee.

Ald. Dorff reiterated Att. Chavez's opinion that this is not the right committee to ask for revisions to the ordinance, that such request would fall to the Ethics Board.

Motion made by Ald. Zima to refer back, however, Chairman Scannell asked that discussion by the committee be completed before any action is taken.

As there was no further discussion, Ald. Zima asked that the matter be referred refer back to staff to provide an opinion on what authority the City Council has.

Ald. Dorff asked if this action is appropriate or if the referral should be to the Ethics Board if asking for revisions. Atty. Chavez stated the proper procedure would be to refer to the Ethics Board. Ald. Zima found a conflict with this and Atty. Chavez stated that ordinance specifies that any changes to ordinances be referred to the Ethics Board.

Motion made by Ald. Zima, seconded by Ald. Dorff to refer back to staff the request by Ald. Zima that the City Attorney provide a lettered opinion to the City Council as well as the citizens of Green Bay regarding the authority for the Code of Conduct/Ethics Code as well as suggested revisions of the ordinances.
Motion carried.

5. Consideration with possible action a notice of the change of agent for Krist Oil Company at 1190 E. Mason Street.

No objections from the City Attorney's Office or the Police Department.

Motion made by Ald. Zima, seconded by Ald. Dorff to approve the notice of the change of agent for Krist Oil Company at 1190 E. Mason Street.
Motion carried.

6. Consideration with possible action on an application for an available "Class B" Combination License by Sepia Wedding Chapel, LLC, at 3562 Finger Road. This was previously discussed at the July 11, 2016 Protection & Welfare meeting and placed on hold until Section 33.08 was amended.

Asst. City Attorney Bohnert reported that Section 33.08 has been amended and will now need a two-thirds vote for approval from the City Council at their next meeting. The Law Department has no objections to granting this request for a license. Police Department also voiced no objections.

Ald. Zima clarified that the language in Section 33.08 will only apply to the Sepia Wedding Chapel and that licensing will not pass on to a future owner who may have a different type of business.

Motion made by Ald. Dorff, seconded by Ald. Zima to approve the application for an available "Class B" Combination License by Sepia Wedding Chapel, LLC, at 3562 Finger Road with the caveat that the license will not pass on to a future owner who may have a different type of business. Motion carried.

7. Consideration with possible action on an application for a "Class A" Liquor License by Dousman Fuel, Inc., at 606 Dousman Street, (Currently has beer only.)

Atty. Bohnert stated the City Attorney's Office has no legal objection to this request, however, pointed out that Dousman Fuel is located across from Fort Howard School. Approval will be contingent on a 2/3rds majority vote of the Council.

Police Department stated they had no objections, however, did voice a minor concern regarding accessibility to the general public. The applicant has agreed to hold alcohol behind counter which they find acceptable.

Ald. Dorff asked if there has been any response from the school. Atty. Bohnert indicated she is unaware if they have been contacted.

Although the business has a beer license which was grandfathered in, Ald. Zima questioned why the City would wish to escalate liquor business. Atty. Bohnert explained that since the business already has a beer license, there is no legal objection, however, there may be a question of policy.

Jaime Fuge

From: Paul Van Calster
Sent: Thursday, July 6, 2023 10:16 AM
To: David Buck
Cc: Jon LeRoy; Jaime Fuge
Subject: RE: 3562 Finger Rd-

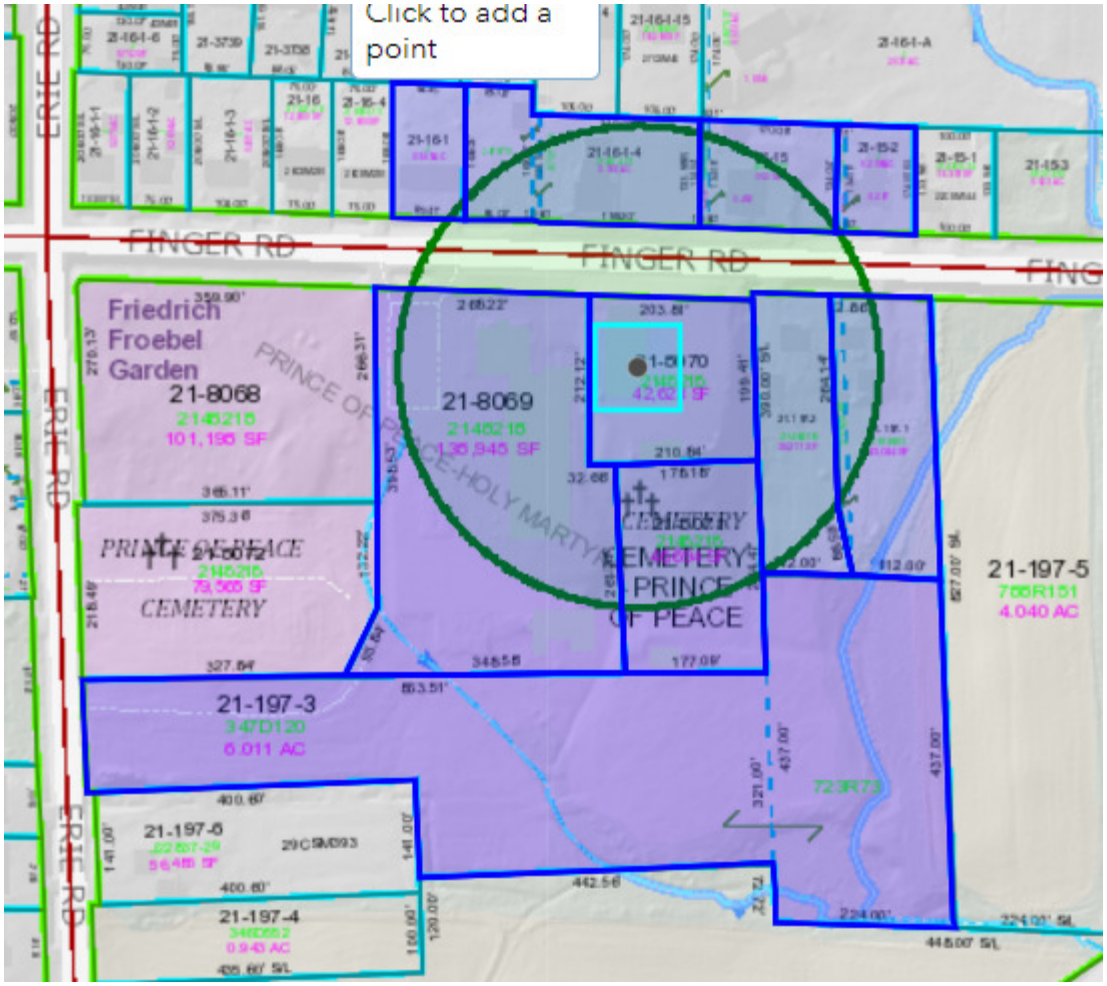
Thank you David.

Paul Van Calster, P.E.
Chief Building Official

City of Green Bay
Department of Community and Economic Development
100 N. Jefferson St., Room 608
Green Bay, Wisconsin 54301
Office 920-448-3299
Fax 920-448-3426
paulvc@greenbaywi.gov
www.greenbaywi.gov

From: David Buck <David.Buck@greenbaywi.gov>
Sent: Thursday, July 6, 2023 10:01 AM
To: Jaime Fuge <Jaime.Fuge@greenbaywi.gov>
Cc: Paul Van Calster <Paul.VanCalster@greenbaywi.gov>; Jon LeRoy <Jon.LeRoy@greenbaywi.gov>
Subject: RE: 3562 Finger Rd-

Yes, the GBAPS Friedrich Froebel Garden of Early Learning Center is next store at 3542 Finger Road. Also, the New Salvation Church of God is across the street at 3565 Finger Road.



David Buck, AICP
Principal Planner
City of Green Bay
Department of Community & Economic Development
920.448.3411
david.buck@greenbaywi.gov

www.greenbaywi.gov

From: Paul Van Calster <Paul.VanCalster@greenbaywi.gov>
Sent: Wednesday, July 5, 2023 12:33 PM
To: David Buck <David.Buck@greenbaywi.gov>; Jon LeRoy <Jon.LeRoy@greenbaywi.gov>
Cc: Jaime Fuge <Jaime.Fuge@greenbaywi.gov>
Subject: RE: 3562 Finger Rd-

Good Afternoon Guys,

Please let Jaime know for this address.

Thanks,

Paul

Paul Van Calster, P.E.
Chief Building Official

City of Green Bay
Department of Community and Economic Development
100 N. Jefferson St., Room 608
Green Bay, Wisconsin 54301
Office 920-448-3299
Fax 920-448-3426
paulvc@greenbaywi.gov
www.greenbaywi.gov

From: Jaime Fuge <Jaime.Fuge@greenbaywi.gov>
Sent: Monday, July 3, 2023 12:46 PM
To: Paul Van Calster <Paul.VanCalster@greenbaywi.gov>
Subject: 3562 Finger Rd-

Is this within 300' of a school, hospital, or church? I believe it is right across the street to the New Salvation Church of God and right next to the Garden of Early Learning.

Thank you,

Jaime Fuge
Green Bay Deputy Clerk

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.4

To grant an application for a "Class B" Liquor & Class "B" Beer license for Jalisco Mexican Restaurant LLC at 2850 Humboldt Rd. with a license premises description as "office, basement, bar area, dining area, patio, and the lower level dining area, " with the approval of the proper authorities (Filed June 30, 2023 and previously licensed as Jimm Simms, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2850 humboldt rd-org app
2. CLASS B - LICENSE STIPULATION.WALVORTN.557-2850 HUMBOLDT

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.5

To grant an application for a "Class B" Liquor & Class "B" Beer license for At the Tracks, LLC at 709 S. Broadway with a license premises description as "Commercial units 1, 2 & 3/back patio area/upstairs office," with the approval of the proper authorities (Currently a 23-24 license is granted at this location for Chefbop, LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 709 S BROADWAY OUTDOOR PICTURES
2. Broadway Moratoruim 9-16-97
3. 709 S BROADWAY ORG APP
4. Signed Stipulations.LENTZAN.464-20237181430128 37

Pabst
Blue Ribbon
lite

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA

Green Bay, Wisconsin
September 16, 1997

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council of the City of Green Bay is concerned with the redevelopment of the Broadway area and the present high concentration of licensed establishments in the Broadway area. The high concentration of these establishments in this area has impaired the public peace, safety, welfare, and order; and

WHEREAS, there are currently 34 establishments which hold a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License. The names and addresses of said establishments are:

Lenny's Tap	431 North Broadway
333 Bar	333 North Broadway
Blazing Saddles	331 North Broadway
The Cannery	319 North Broadway
King's X	313 North Broadway
Titletown Brewing	200 Dousman Street
Carol's Ritz Lounge	119 Dousman Street
Nom's Thai Orchid	240 North Broadway
Central Bar	231 North Broadway
Broadway Cafe	128 North Broadway
Rev's Brass Rail	109 North Broadway
West Pitcher Show	100 South Broadway
Maria's Mexican Family Restaurant	106 South Broadway
Ginny's Heart of Broadway	112 South Broadway
Connie's	128 South Broadway
Country Club Bar & Grill	201 South Broadway
Kar's Place	226 South Broadway
Alamo	301 South Broadway
Nepalese Lounge	515 South Broadway
Blue Side	709 South Broadway
Shnicker's	813 South Broadway
Bourbon Street	821 South Broadway
Sass	840 South Broadway
The Lion's Den	1100 South Broadway
Carol's 9th Street Tap	316 Ninth Street
The Camelot	1301 South Broadway
Manci's Tuxedo Lounge	1313 South Broadway
Good Times	1332 South Broadway
The Packer Stadium Lounge	1342 South Broadway
Terminal Bar	1423 South Broadway

Hammer Inn	1208 State Street
Thirsty's	1234 State Street
Loch's Bar	1238 State Street
Cropsey's Bar	1336 State Street

WHEREAS, pursuant to the powers reserved under Ch. 125, Wis. Stats., the Common Council wishes to decrease the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses issued to establishments in the Broadway area; and

WHEREAS, it is the intent of this resolution to allow the present Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses to maintain and renew their establishments in accordance with Ch. 125, Wis. Stats.; and

WHEREAS, it is the intent of this Resolution to effectuate a decrease in the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor licensed establishments in the limitation area whenever an establishment goes out of business and does not renew its license;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Limitation Area. The area to which the terms and conditions of this section apply is that area on Broadway or business fronting either side of Broadway and those areas east of Broadway to the Fox River, within the city of Green Bay, Brown County, Wisconsin.

2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer of any existing Class "B" Fermented Malt Beverage or Class "B" Combination Liquor Licenses within the limitation area, except restaurants as defined in paragraph 4 hereof.

3. Exceptions.

   a. This subsection shall not prohibit the renewal of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for an existing premises in the limitation area.

b. This subsection shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for a previously licensed premises provided that such application is made within 60 days of any of the following:

i. Surrender by the prior licensee of the license issued for that premises; or

ii. Sale of the premises by the prior licensee; or

iii. Termination of the prior licensee's lease for the premises; or

iv. Revocation of the prior license, for cause.

If application under this subsection is sought after 60 days, the owner of the previously licensed premises may apply to the Protection and Welfare Committee for an extension of the application time on the basis that application of the moratorium would have a substantial adverse effect on the owner's ability to use or enjoy the property. The party requesting the extension must demonstrate this effect by clear, satisfactory and convincing evidence.

c. All applications and renewals shall be subject to review as provided by Ch. 125, Wis. Stats.

4. Prohibition Not to Apply to Restaurants.

a. This resolution shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License to the operator of a restaurant, where the principal business conducted is that of a restaurant, as defined in Ch. 125, Wis. Stats. If the premises are operated under a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.

b. A restaurant licensee operating within the limitation area which fails to maintain a principal business of operating a restaurant at any time later than 60 days after the granting of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be subject to revocation.

c. "Principal business" means the primary activity as determined by analyzing the amount of capital, labor, time, attention and floor space devoted to each business activity, and by analyzing the sources of net income and gross income. The name, appearance and advertisement of the entity may also be taken into consideration in determining "principal business."

Adopted 9/16/97

Approved 9/17/97

/s/ David H. Jackson
Mayor

/s/ David H. Pomeroy
Clerk

LMS:bc

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.6

To approve General Ordinance No. 4-23, an ordinance creating Section 10-95, Green Bay Municipal Code, relating to massage establishments with amendments to the effective date (February 1, 2024), reduce the fee to $75, and to amend the ordinance to include the language "unless acceptable under state law by the practice of a massage therapist."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-08-01 DRAFT 04-23 REGARDING MASSAGE ESTABLISHMENTS (CLEAN VERSION)
2. 2023-08-01 DRAFT 04-23 REGARDING MASSAGE ESTABLISHMENTS (REDLINE VERSION)

GENERAL ORDINANCE NO. 04-23

AN ORDINANCE
CREATING SECTION 10-95,
GREEN BAY MUNICIPAL CODE,
RELATING TO MASSAGE ESTABLISHMENTS

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

SECTION 1. Section 10-95, Green Bay Municipal Code, is hereby created to read:

10-95. Massage Establishments.

(a) It shall be unlawful for any person, corporation, or other legal entity to cause or permit the operation of a massage establishment or for a person to engage in the practice of massage therapy or bodywork therapy or perform massage therapy or bodywork therapy for gain as a massage therapist, bodywork therapist, agent, manager, or employee, except in strict compliance with this section.

(b) *Definitions*. The following words, terms, and phrases, when used in this section, shall have the following meanings, except where the context clearly indicates a different meaning:

Chief means the Chief of Police of the Green Bay Police Department or their designee.

Common Council means the Common Council of the City of Green Bay.

Establishment or *massage establishment* means a place of business having a permanent location wherein private massage therapy or bodywork therapy is practiced, used, or made available.

Intimate parts means the breasts, buttocks, anus, groin, scrotum, penis, vagina, or pubic mound of a human being.

Licensee means a person, partnership, corporation, or other legal entity possessing a massage establishment license under this section.

Massage therapy or bodywork therapy means the science and healing art that uses manual actions and adjunctive therapies to palpate and manipulate the soft tissue of the human body in order to improve circulation, reduce tension, relieve soft tissue pain, or increase flexibility. "Massage therapy or bodywork therapy" includes determining whether manual actions and adjunctive therapies are appropriate or contraindicated, or whether a referral to another health care practitioner is appropriate. "Massage therapy or bodywork therapy" does not include making a medical, physical therapy, or chiropractic diagnosis.

Massage therapist or *bodywork therapist* means a person licensed by the State of Wisconsin pursuant to Wis. Stats. Ch. 460, as it may be amended, and related statutes or rules, who practices, administers, uses, or offers to practice, administer, or use massage therapy or bodywork therapy for a consideration.

Operator means any person, association, firm, partnership, or corporation licensed by the City to operate a massage establishment.

Patron means any person who receives massage therapy or bodywork therapy under such circumstances that it is reasonably expected that they will pay money or give any consideration therefor.

Waiting area means an area adjacent to the main entrance that is separate from any area where massage therapy or bodywork therapy takes place.

(c) *Massage Establishment License.*

(1) *License required.*

a. No person, corporation, or other legal entity shall cause, or permit the conduct of a massage establishment without having first obtained a license from Common Council in accordance with this section. A separate license shall be acquired for each such establishment.

b. No license shall be transferred between locations or persons and no massage establishment license shall be sold or be subject to transfer of corporate assets or change of corporate officers or directors.

c. Massage Establishment licenses issued by the City shall be prominently displayed on the premises during all hours of operation.

(2) *Term.* The license term shall be for one year beginning on May 1 through April 30 of the following year.

(3) *Fee.* The license fee shall be as provided in the City Fee Schedule. License fees shall be nonrefundable and shall be prorated for the license term. The application must be accompanied by payment of the License fee or upon such portion of the fee as the number of months, or fraction of a month, remaining until March 31 of each year.

(4) *Location.*

a. No license shall be granted for any establishment the main entrance to which is within seventy-five (75) feet of the common entry hall to residences, nor for any room or rooms in any hotel or motel, except upon approval by the Common Council, or unless the establishment occupancy predates the creation of this section.

b. A licensed massage therapist or bodywork therapist may perform massage therapy or bodywork therapy at a massage establishment licensed pursuant to this section, appropriately zoned for the business and possessing a valid certificate of occupancy from City Inspections, or at the place of residence or business of a client receiving massage therapy or bodywork therapy.

(5) *Application submission.* Applications shall be made on forms supplied by the City Clerk, and shall be complete.

(6) *Application contents.* All applications shall be complete, and contain all required information, or shall be rejected by the Clerk. All applications shall include all of the following.

a. The location and address of the proposed establishment.

b. An individual, each person of a partnership or joint venture, or an agent of a corporation must provide all of the following personal background information:

   1. Name and present address.

   2. Two (2) immediately previous addresses and dates of residence at each.

   3. Their height, weight, color of hair and eyes, written proof of age, and submission of a copy of a government-issued ID.

   4. Their business or occupation history for the two (2) years immediately preceding the date of application.

   5. Whether they have had a similar license revoked or suspended in any jurisdiction and, if so, the name of the municipality and the reason for the suspension or revocation.

   6. Whether they have been convicted of any crime or ordinance violation other than traffic offenses within the past three (3) years and, if so, a listing of the same and the locations thereof.

c. If the applicant is a corporation, the names and addresses of each officer and director and of the stockholders of such corporation, together with the extent of the ownership of each and a statement whether such officer, director, or stockholder holds office or stock in any other corporation conducting a similar business in the State of Wisconsin. Any application submitted on behalf of a corporation shall be made by an agent registered as such who shall have been a resident of the State of Wisconsin for at least ninety (90) days.

d. All phone numbers of the proposed establishment.

e. The name, address, state license number, phone number, and a copy of one (1) form of government-issued ID of each person employed as a massage therapist or bodywork therapist by the applicant at the proposed establishment at the time of application;

f. The name, address, state license number, phone number(s), and a copy of one (1) form of government-issued ID of each massage therapist or bodywork therapist, other than those employed by the applicant, who may by virtue of any arrangement with the applicant practice, administer, or offer to practice or administer massage therapy or bodywork therapy at the licensed premises.

g. A floor plan of the establishment which details with particularity the rooms in which massage therapy or bodywork therapy will be practiced, the reception area, the restrooms, and any other areas accessible to clientele.

h. A policy of malpractice insurance written by an insurance company licensed to do business in the State of Wisconsin and verified by a certificate of insurance in an amount of no less than one million dollars ($1,000,000.00) in coverage per employee.

i. The application shall contain a statement signed by the applicant and each individual of a partnership or joint venture that all information contained therein is true and correct.

(d) *Licensure of massage therapists and bodywork therapists required.* No person or entity shall engage in the practice of massage therapy or bodywork therapy or perform massage therapy or bodywork therapy for gain unless such person has previously been issued and holds a valid license of registration pursuant to Wis. Stats. Ch. 460.

(e) *Granting of Licenses.*

(1) *Administrative approval.*

a. Prior to Common Council approval, the Chief shall certify that the application has successfully completed a background check and shall make a recommendation to the Common Council as to whether the application should be approved and a license issued.

b. Prior to Common Council approval, the Director of Community and Economic Development, or their designee, shall certify that the premises complies with all applicable laws and regulations, including applicable building and fire code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.

(2) *Common Council approval.* Applications complying with the provisions of this section shall be forwarded to the Common Council for action. The Common Council shall review the application, the applicant's qualifications, and all other relevant factors and determine whether to grant or deny the license application.

(3) *License fee*. Upon approval by the Common Council, the Clerk shall request a license fee pursuant to the City Fee Schedule. The license fee is nonrefundable and must be paid in full prior to issuance of the license.

(4) *Renewal.* Renewal applications are due on or before March 1 of each year. The Common Council shall take action on each timely-filed renewal application prior to the expiration of the current license on April 30. If a renewal application is received after March 1, notice of Council's intent to grant or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on April 30.

(5) *Denial.* The Common Council may deny an application for a massage establishment license upon a determination that the applicant does not meet the qualifications for possessing such a license. A denial determination may be based on any relevant factors, including, but not limited to, those listed in this subsection. In the event of denial, the applicant shall receive written notification setting forth the specific reasons for the denial within ten (10) days.

a. The operation as proposed by the applicant does not comply with all applicable state laws and this Code.

b. Within the past three (3) years, the applicant or any partner, officer, director, or stockholder thereof has been convicted in a court of competent jurisdiction of an offense under Wis. Stats. Chs. 944 or 961.

c. The applicant or any partner, officer, director, or stockholder has been convicted in a court of competent jurisdiction of an offense against the person or property of another.

d. The applicant or any partner, officer, or stockholder has been convicted of any other federal, state, county, or municipal offense that is substantially similar to those listed herein.

e. The information required on the application is incomplete or the applicant has knowingly or with the intent to deceive made a false, misleading, or fraudulent statement of fact in the application or in any other document required by the City in conjunction therewith.

f. The applicant has not resided in Wisconsin for at least ninety (90) days prior to date of application.

(6) *Appeals of application denials.* Any applicant whose application for a massage establishment license has been denied by the Common Council may appeal such determination upon written request for a hearing on their application, which must be submitted to the City Clerk within ten (10) days of the notice of denial.

a. *Evidentiary hearing*. Upon appeal, the Common Council shall conduct a hearing on the application to determine if the applicant possesses the qualifications required for licensure under this section.

1. The hearing may be held in open or closed session depending on the nature of the evidence to be presented. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both.

2. The applicant may be represented by counsel, present and examine witnesses, and have a transcript of the hearing prepared at the licensee's expense.

b. *Council action*. At the conclusion of the evidentiary hearing, the Common Council, following deliberation in open or closed session, shall determine whether to uphold the denial or grant the application.

c. *Notice*. The City Clerk shall notify the applicant in writing of the Common Council's decision within ten (10) days after Council makes its determination.

d. *Certiorari*. Any appeal of the Common Council's decision shall be by writ of certiorari to Brown County Circuit Court.

(f) *Regulation of operations and licenses.*

(1) Each massage establishment shall at all times maintain and comply with the following operational regulations.

a. The licensee shall comply with all City Codes.

b. There shall only be one (1) sign posted at the main entrance. The sign shall be non-flashing.

c. No establishment shall be open for business between the hours of 9:00 P.M. and 7:00 A.M.

d. Any massage therapists or bodywork therapists employed by the establishment shall possess valid licenses pursuant to Wis. Stats. Ch. 460.

e. No person under the age of eighteen (18) years shall be permitted on the establishment premises unless accompanied by their parent, guardian, or spouse, or upon written authorization executed by the underage person's parent, guardian, or spouse.

f. No intoxicating beverages or substance included in Wis. Stats. ch. 961, sub. II, except those possessed pursuant to a valid prescription from a licensed professional, shall be permitted in the licensed establishment. Food shall be permitted only when there is no charge, and in compliance with Brown County health code.

g. The licensee shall provide a waiting area for patrons that is separate from any area in which massage therapy or bodywork therapy takes place. There shall be direct access to this area from the main entrance or from a hallway connected only to the main entrance.

h. A licensed massage therapist or bodywork therapist shall be present on the establishment premises at all times during hours of operation, shall administer all massage therapy or bodywork therapy at the establishment, and shall be responsible for massage therapy or bodywork therapy operations of the establishment.

i. At any time during its hours of operation, the establishment shall permit inspection of the premises by City building inspectors, fire inspectors, health inspectors, or personnel of any law enforcement agency for purpose of ascertaining compliance with this section and conducting routine inspections. Application for and acceptance of a license under this section constitutes consent to such inspection. Any inspection shall include areas let, subleased, or subject to any other business.

j. The licensee shall keep records of the name, address, proof of state licensure, and at least one (1) copy of a form of government-issued ID of each of its massage therapists and bodywork therapists, as well as the names and addresses of its agents, managers, and employees and the dates of employment and termination of each. Such records shall be open to inspection by any of the personnel listed in this section. These records shall be retained by the licensee for a period of ninety (90) days.

k. The licensee shall keep records of the name, address, proof of state licensure, and at least one (1) copy of a form of government-issued ID of each massage therapist or bodywork therapist, other than those employed by the licensee, who may by virtue of any arrangement with the licensee practice, administer, or offer to practice or administer massage therapy or bodywork therapy at the establishment. Such records shall be open to inspection by any of the personnel listed in this section. These records shall be retained by the licensee for a period of ninety (90) days.

l. The licensee shall report any change of any fact required on the application form and all personnel changes to the City Clerk within ten (10) days of such change.

m. The licensee shall have and maintain in full force and effect during the license term a policy of malpractice insurance written by an insurance company licensed to do

business in the State of Wisconsin and verified by a certificate of insurance in an amount of no less than one million dollars ($1,000,000.00) in coverage per person.

n. Rooms in which massage therapy or bodywork therapy is practiced or administered shall have at least seventy (70) square feet of clear floor area.

o. Massage therapy or bodywork therapy tables shall have a surface which is impervious to liquids and shall be furnished with linen, either disposable or washable, which are changed for each client,

p. Massage establishments shall prominently display their City-issued establishment license on the premises during all hours of operation.

q. Massage establishments shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in cabinets or other appropriate facilities. Towels and linens shall not be used on more than one patron unless they have first been laundered and disinfected. Soiled linens and paper towels shall be deposited in approved receptacles.

(g) *Revocation, suspension, and nonrenewal of license.* The Common Council, for just cause, may revoke, suspend, or nonrenew any license granted under this section upon serving written notice of the grounds forming a basis for the revocation, suspension, or nonrenewal upon the licensee. The notice shall contain the street address or other description sufficient to identify the licensed establishment and a description of the grounds for revocation, suspension, or nonrenewal. The notice may be served via personal service or by certified mail. If the licensee cannot reasonably be served, notice may be served by publication as a Class 1 notice. The notice of revocation, suspension, or nonrenewal shall provide for a hearing upon the licensee's submission of a written request to the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the City Clerk shall administratively revoke, suspend, or nonrenew the license, as set forth in the notice.

(1) *Grounds.* A license granted under this section may be revoked or be suspended for up to six (6) months by the Common Council upon valid grounds, including, but not limited to, any of the following.

a. The licensee has made or recorded any statement required by this section knowing it to be false, fraudulent, or intentionally deceptive.

b. The licensee has violated a provision of this section.

c. The licensee has violated a provision of this Code.

d. The licensee or any massage therapist, bodywork therapist, or other employee of the establishment has advertised for any massage therapy, bodywork therapy, or related services to be performed at the establishment that involve sexual acts or any contact with the intimate parts of any person except such contact that is acceptable under state law.

e. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense under Wis. Stats. ch. 944.

f. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense against the person or property of a patron.

g. One or more massage therapist, bodywork therapist, or other employee of the establishment has been fined under Wis. Stats. § 460.15 or whose license has been the subject of discipline by the applicable credentialing board or the Wisconsin Department of Safety and Professional Services.

h. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense involving substances in Wis. Stats. ch. 961, sub. II, that reasonably relates to the establishment, where there is shown the participation or knowledge of any other establishment personnel or of any individual within the business structure of the licensee.

i. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving sexual contact as defined by Wis. Stats. § 939.22 (34) or sexual intercourse as defined by Wis. Stats. § 939.22 (36) or any other criminal offense that substantially relates to the individual's employment with the establishment.

j. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving exposing their intimate parts, or any portion thereof, to any other person.

k. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving exposing the intimate parts, or any portion thereof, of any other person for the purpose of sexual humiliation, degradation, arousal, or gratification.

l. One or more massage therapist, bodywork therapist, or other employee of the establishment, while in the presence of any other person in a massage establishment, failed to conceal themselves with a fully opaque covering or any intimate parts of their body.

m. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving offering to perform or to make available, permit, or in any way participate in the performance of any act prohibited in this section.

n. The licensee owning or operating the massage establishment knowingly caused, allowed, or permitted in or about such massage establishment any agent, employee, or any other person under their control or supervision to perform any acts prohibited in this section.

(2) *Hearings on Revocation, Suspension, and Nonrenewal.*

a. *Complaint.*

1. Any resident of the City may file a sworn written complaint with the City Clerk alleging one or more of the grounds listed in this subsection (g) about any licensee holding a license under this section.

2. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the City Clerk stating the specific grounds for the revocation or suspension.

b. *Summons*. Upon the timely filing of a written request for a hearing, the Common Council shall issue a summons, signed by the City Clerk and directed to any peace officer or constable, commanding the subject licensee to appear before the Common Council on a day and at a place named in such summons and show cause why the license should not be revoked or suspended. Such summons shall be served at least seven (7) days before the time at which such person is commanded to appear and shall be served by personal service or by certified mail. If the licensee cannot reasonably be served, then notice may be served by publication as a Class 1 notice.

c. *Evidentiary hearing*. The Common Council shall conduct a hearing on a complaint filed under this subsection to revoke or suspend any license granted under this section. The Council shall determine whether the arguments shall be presented orally or in writing, or both.

1. The hearing may be held in open or closed session depending on the nature of the evidence to be presented. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both.

2. The licensee may be represented by counsel, present and examine witnesses, and have a transcript of the hearing prepared at the licensee's expense.

3. The judgment of conviction of any licensee, or employee or agent thereof, in any municipal, state, or federal court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie evidence of a violation for purposes of this section. Mitigating circumstances may be introduced with respect to any judgment of conviction.

d. *Council action*. At the conclusion of the evidentiary hearing, the Common Council, following deliberation in open or closed session, shall make one of the following determinations.

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 180 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.

e. *Nonrenewal*. A massage establishment license may be nonrenewed based on any of the grounds identified in this section. Each year, the Chief shall identify any license for nonrenewal and provide that recommendation to the Common Council for determination on renewal and provide that recommendation to the Common Council for determination on renewal or intent to nonrenew the license. If the

Common Council determines it will not renew, a notice shall be sent to the licensee stating with specificity the grounds for nonrenewal and informing the licensee of the right to a hearing. The licensee shall have ten (10) days to request an evidentiary hearing on the nonrenewal of their license in writing. Such hearing shall be held in accordance with the provisions of this subsection governing hearings on revocations and suspensions.

f. *Notice and Appeal*. The City Clerk shall notify the licensee in writing of the Common Council's decision and any revocation, suspension, or nonrenewal within ten (10) days after Council makes its determination. Any appeal of the Common Council's decision shall be by writ of certiorari to circuit court and must be commenced within 45 days of the date of the notice or be forever barred.

(3) *Commencement of Penalties.* Penalties shall commence the day after they have been imposed by the Common Council. All periods of suspension shall run consecutively.

(4) *Reports by Police Chief.* The Police Chief shall file reports with the City Attorney advising said City Attorney of conduct by a licensee, or employees thereof, which may constitute a basis for disciplinary action.

(h) *Exceptions.* This section shall not apply to the following businesses or professional establishments:

(1) Offices, clinics, or establishments of physicians, surgeons, chiropractors, osteopaths, nurses, or physical therapists licensed or registered to practice their respective professions under the laws of the State of Wisconsin existing for the provision of such occupational services.

(2) Barber shops and beauty parlors which employ barbers and beauticians licensed under the laws of the State of Wisconsin, provided that any massage therapy or bodywork therapy is limited to the head and scalp.

(i) *Operation Without a License a Public Nuisance.* The operation of a massage establishment or massage therapy or bodywork therapy activity of any individual without a license under this section is deemed a public nuisance and may be enjoined by the City.

(j) *Penalty.* Any person violating any provision of this section other than the Operation Regulations shall be subject to a forfeiture of not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00). Any person violating any provision of the Operation Regulations shall be subject to a forfeiture of not less than five hundred dollars ($500.00) and not more than one thousand dollars (1,000.00). Each day of violation shall constitute a separate offense.

(k) *Severability.* The provisions of any part of this section are severable. If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions, subsections, and applications of this ordinance to other persons or circumstances shall not be affected. It is declared to be the intent of this section that the same would have been adopted had such invalid provisions, if any, not been included herein.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on February 1, 2024.

SECTION 4. Any license granted prior to May 1, 2024, shall be valid through April 30, 2025.

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

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

GENERAL ORDINANCE NO. 04-23

AN ORDINANCE
CREATING SECTION 10-95,
GREEN BAY MUNICIPAL CODE,
RELATING TO MASSAGE ESTABLISHMENTS

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

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(b) *Definitions*. The following words, terms, and phrases, when used in this section, shall have the following meanings, except where the context clearly indicates a different meaning:

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Common Council means the Common Council of the City of Green Bay.

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Intimate parts means the breasts, buttocks, anus, groin, scrotum, penis, vagina, or pubic mound of a human being.

Licensee means a person, partnership, corporation, or other legal entity possessing a massage establishment license under this section.

Massage therapy or bodywork therapy means the science and healing art that uses manual actions and adjunctive therapies to palpate and manipulate the soft tissue of the human body in order to improve circulation, reduce tension, relieve soft tissue pain, or increase flexibility. "Massage therapy or bodywork therapy" includes determining whether manual actions and adjunctive therapies are appropriate or contraindicated, or whether a referral to another health care practitioner is appropriate. "Massage therapy or bodywork therapy" does not include making a medical, physical therapy, or chiropractic diagnosis.

Massage therapist or *bodywork therapist* means a person licensed by the State of Wisconsin pursuant to Wis. Stats. Ch. 460, as it may be amended, and related statutes or rules, who practices, administers, uses, or offers to practice, administer, or use massage therapy or bodywork therapy for a consideration.

Operator means any person, association, firm, partnership, or corporation licensed by the City to operate a massage establishment.

Patron means any person who receives massage therapy or bodywork therapy under such circumstances that it is reasonably expected that they will pay money or give any consideration therefor.

Waiting area means an area adjacent to the main entrance that is separate from any area where massage therapy or bodywork therapy takes place.

(c) *Massage Establishment License.*

(1) *License required.*

a. No person, corporation, or other legal entity shall cause, or permit the conduct of a massage establishment without having first obtained a license from Common Council in accordance with this section. A separate license shall be acquired for each such establishment.

b. No license shall be transferred between locations or persons and no massage establishment license shall be sold or be subject to transfer of corporate assets or change of corporate officers or directors.

c. Massage Establishment licenses issued by the City shall be prominently displayed on the premises during all hours of operation.

(2) *Term.* The license term shall be for one year beginning on May 1 through April 30 of the following year.

(3) *Fee.* The license fee shall be as provided in the City Fee Schedule. License fees shall be nonrefundable and shall be prorated for the license term. The application must be accompanied by payment of the License fee or upon such portion of the fee as the number of months, or fraction of a month, remaining until March 31 of each year.

(4) *Location.*

a. No license shall be granted for any establishment the main entrance to which is within seventy-five (75) feet of the common entry hall to residences, nor for any room or rooms in any hotel or motel, except upon approval by the Common Council, or unless the establishment occupancy predates the creation of this section.

b. A licensed massage therapist or bodywork therapist may perform massage therapy or bodywork therapy at a massage establishment licensed pursuant to this section, appropriately zoned for the business and possessing a valid certificate of occupancy from City Inspections, or at the place of residence or business of a client receiving massage therapy or bodywork therapy.

(5) *Application submission.* Applications shall be made on forms supplied by the City Clerk, and shall be complete.

(6) *Application contents.* All applications shall be complete, and contain all required information, or shall be rejected by the Clerk. All applications shall include all of the following.

a. The location and address of the proposed establishment.

b. An individual, each person of a partnership or joint venture, or an agent of a corporation must provide all of the following personal background information:

   1. Name and present address.

   2. Two (2) immediately previous addresses and dates of residence at each.

   3. Their height, weight, color of hair and eyes, written proof of age, and submission of a copy of a government-issued ID.

   4. Their business or occupation history for the two (2) years immediately preceding the date of application.

   5. Whether they have had a similar license revoked or suspended in any jurisdiction and, if so, the name of the municipality and the reason for the suspension or revocation.

   6. Whether they have been convicted of any crime or ordinance violation other than traffic offenses within the past three (3) years and, if so, a listing of the same and the locations thereof.

c. If the applicant is a corporation, the names and addresses of each officer and director and of the stockholders of such corporation, together with the extent of the ownership of each and a statement whether such officer, director, or stockholder holds office or stock in any other corporation conducting a similar business in the State of Wisconsin. Any application submitted on behalf of a corporation shall be made by an agent registered as such who shall have been a resident of the State of Wisconsin for at least ninety (90) days.

d. All phone numbers of the proposed establishment.

e. The name, address, state license number, phone number, and a copy of one (1) form of government-issued ID of each person employed as a massage therapist or bodywork therapist by the applicant at the proposed establishment at the time of application;

f. The name, address, state license number, phone number(s), and a copy of one (1) form of government-issued ID of each massage therapist or bodywork therapist, other than those employed by the applicant, who may by virtue of any arrangement with the applicant practice, administer, or offer to practice or administer massage therapy or bodywork therapy at the licensed premises.

g. A floor plan of the establishment which details with particularity the rooms in which massage therapy or bodywork therapy will be practiced, the reception area, the restrooms, and any other areas accessible to clientele.

h. A policy of malpractice insurance written by an insurance company licensed to do business in the State of Wisconsin and verified by a certificate of insurance in an amount of no less than one million dollars ($1,000,000.00) in coverage per employee.

i. The application shall contain a statement signed by the applicant and each individual of a partnership or joint venture that all information contained therein is true and correct.

(d) *Licensure of massage therapists and bodywork therapists required.* No person or entity shall engage in the practice of massage therapy or bodywork therapy or perform massage therapy or bodywork therapy for gain unless such person has previously been issued and holds a valid license of registration pursuant to Wis. Stats. Ch. 460.

(e) *Granting of Licenses.*

(1) *Administrative approval.*

a. Prior to Common Council approval, the Chief shall certify that the application has successfully completed a background check and shall make a recommendation to the Common Council as to whether the application should be approved and a license issued.

b. Prior to Common Council approval, the Director of Community and Economic Development, or their designee, shall certify that the premises complies with all applicable laws and regulations, including applicable building and fire code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.

(2) *Common Council approval.* Applications complying with the provisions of this section shall be forwarded to the Common Council for action. The Common Council shall review the application, the applicant's qualifications, and all other relevant factors and determine whether to grant or deny the license application.

(3) *License fee*. Upon approval by the Common Council, the Clerk shall request a license fee pursuant to the City Fee Schedule. The license fee is nonrefundable and must be paid in full prior to issuance of the license.

(4) *Renewal.* Renewal applications are due on or before **March 1** of each year. The Common Council shall take action on each timely-filed renewal application prior to the expiration of the current license on **April 30**. If a renewal application is received after **March 1**, notice of Council's intent to grant or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on **April 30**.

(5) *Denial.* The Common Council may deny an application for a massage establishment license upon a determination that the applicant does not meet the qualifications for possessing such a license. A denial determination may be based on any relevant factors, including, but not limited to, those listed in this subsection. In the event of denial, the applicant shall receive written notification setting forth the specific reasons for the denial within ten (10) days.

a. The operation as proposed by the applicant does not comply with all applicable state laws and this Code.

b. Within the past three (3) years, the applicant or any partner, officer, director, or stockholder thereof has been convicted in a court of competent jurisdiction of an offense under Wis. Stats. Chs. 944 or 961.

c. The applicant or any partner, officer, director, or stockholder has been convicted in a court of competent jurisdiction of an offense against the person or property of another.

d. The applicant or any partner, officer, or stockholder has been convicted of any other federal, state, county, or municipal offense that is substantially similar to those listed herein.

e. The information required on the application is incomplete or the applicant has knowingly or with the intent to deceive made a false, misleading, or fraudulent statement of fact in the application or in any other document required by the City in conjunction therewith.

f. The applicant has not resided in Wisconsin for at least ninety (90) days prior to date of application.

(6) *Appeals of application denials.* Any applicant whose application for a massage establishment license has been denied by the Common Council may appeal such determination upon written request for a hearing on their application, which must be submitted to the City Clerk within ten (10) days of the notice of denial.

a. *Evidentiary hearing*. Upon appeal, the Common Council shall conduct a hearing on the application to determine if the applicant possesses the qualifications required for licensure under this section.

1. The hearing may be held in open or closed session depending on the nature of the evidence to be presented. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both.

2. The applicant may be represented by counsel, present and examine witnesses, and have a transcript of the hearing prepared at the licensee's expense.

b. *Council action*. At the conclusion of the evidentiary hearing, the Common Council, following deliberation in open or closed session, shall determine whether to uphold the denial or grant the application.

c. *Notice*. The City Clerk shall notify the applicant in writing of the Common Council's decision within ten (10) days after Council makes its determination.

d. *Certiorari*. Any appeal of the Common Council's decision shall be by writ of certiorari to Brown County Circuit Court.

(f) *Regulation of operations and licenses.*

(1) Each massage establishment shall at all times maintain and comply with the following operational regulations.

a. The licensee shall comply with all City Codes.

b. There shall only be one (1) sign posted at the main entrance. The sign shall be non-flashing.

c. No establishment shall be open for business between the hours of 9:00 P.M. and 7:00 A.M.

d. Any massage therapists or bodywork therapists employed by the establishment shall possess valid licenses pursuant to Wis. Stats. Ch. 460.

e. No person under the age of eighteen (18) years shall be permitted on the establishment premises unless accompanied by their parent, guardian, or spouse, or upon written authorization executed by the underage person's parent, guardian, or spouse.

f. No intoxicating beverages or substance included in Wis. Stats. ch. 961, sub. II, except those possessed pursuant to a valid prescription from a licensed professional, shall be permitted in the licensed establishment. Food shall be permitted only when there is no charge, and in compliance with Brown County health code.

g. The licensee shall provide a waiting area for patrons that is separate from any area in which massage therapy or bodywork therapy takes place. There shall be direct access to this area from the main entrance or from a hallway connected only to the main entrance.

h. A licensed massage therapist or bodywork therapist shall be present on the establishment premises at all times during hours of operation, shall administer all massage therapy or bodywork therapy at the establishment, and shall be responsible for massage therapy or bodywork therapy operations of the establishment.

i. At any time during its hours of operation, the establishment shall permit inspection of the premises by City building inspectors, fire inspectors, health inspectors, or personnel of any law enforcement agency for purpose of ascertaining compliance with this section and conducting routine inspections. Application for and acceptance of a license under this section constitutes consent to such inspection. Any inspection shall include areas let, subleased, or subject to any other business.

j. The licensee shall keep records of the name, address, proof of state licensure, and at least one (1) copy of a form of government-issued ID of each of its massage therapists and bodywork therapists, as well as the names and addresses of its agents, managers, and employees and the dates of employment and termination of each. Such records shall be open to inspection by any of the personnel listed in this section. These records shall be retained by the licensee for a period of ninety (90) days.

k. The licensee shall keep records of the name, address, proof of state licensure, and at least one (1) copy of a form of government-issued ID of each massage therapist or bodywork therapist, other than those employed by the licensee, who may by virtue of any arrangement with the licensee practice, administer, or offer to practice or administer massage therapy or bodywork therapy at the establishment. Such records shall be open to inspection by any of the personnel listed in this section. These records shall be retained by the licensee for a period of ninety (90) days.

l. The licensee shall report any change of any fact required on the application form and all personnel changes to the City Clerk within ten (10) days of such change.

m. The licensee shall have and maintain in full force and effect during the license term a policy of malpractice insurance written by an insurance company licensed to do business in the State of Wisconsin and verified by a certificate of insurance in an amount of no less than one million dollars ($1,000,000.00) in coverage per person.

n. Rooms in which massage therapy or bodywork therapy is practiced or administered shall have at least seventy (70) square feet of clear floor area.

o. Massage therapy or bodywork therapy tables shall have a surface which is impervious to liquids and shall be furnished with linen, either disposable or washable, which are changed for each client,

p. Massage establishments shall prominently display their City-issued establishment license on the premises during all hours of operation.

q. Massage establishments shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in cabinets or other appropriate facilities. Towels and linens shall not be used on more than one patron unless they have first been laundered and disinfected. Soiled linens and paper towels shall be deposited in approved receptacles.

(g) *Revocation, suspension, and nonrenewal of license.* The Common Council, for just cause, may revoke, suspend, or nonrenew any license granted under this section upon serving written notice of the grounds forming a basis for the revocation, suspension, or nonrenewal upon the licensee. The notice shall contain the street address or other description sufficient to identify the licensed establishment and a description of the grounds for revocation, suspension, or nonrenewal. The notice may be served via personal service or by certified mail. If the licensee cannot reasonably be served, notice may be served by publication as a Class 1 notice. The notice of revocation, suspension, or nonrenewal shall provide for a hearing upon the licensee's submission of a written request to the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the City Clerk shall administratively revoke, suspend, or nonrenew the license, as set forth in the notice.

(1) *Grounds.* A license granted under this section may be revoked or be suspended for up to six (6) months by the Common Council upon valid grounds, including, but not limited to, any of the following.

a. The licensee has made or recorded any statement required by this section knowing it to be false, fraudulent, or intentionally deceptive.

b. The licensee has violated a provision of this section.

c. The licensee has violated a provision of this Code.

d. The licensee or any massage therapist, bodywork therapist, or other employee of the establishment has advertised for any massage therapy, bodywork therapy, or related services to be performed at the establishment that involve sexual acts or any

contact with the intimate parts of any person, **except such contact that is acceptable under state law.**

e. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense under Wis. Stats. ch. 944.

f. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense against the person or property of a patron.

g. One or more massage therapist, bodywork therapist, or other employee of the establishment has been fined under Wis. Stats. § 460.15 or whose license has been the subject of discipline by the applicable credentialing board or the Wisconsin Department of Safety and Professional Services.

h. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense involving substances in Wis. Stats. ch. 961, sub. II, that reasonably relates to the establishment, where there is shown the participation or knowledge of any other establishment personnel or of any individual within the business structure of the licensee.

i. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving sexual contact as defined by Wis. Stats. § 939.22 (34) or sexual intercourse as defined by Wis. Stats. § 939.22 (36) or any other criminal offense that substantially relates to the individual's employment with the establishment.

j. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving exposing their intimate parts, or any portion thereof, to any other person.

k. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving exposing the intimate parts, or any portion thereof, of any other person for the purpose of sexual humiliation, degradation, arousal, or gratification.

l. One or more massage therapist, bodywork therapist, or other employee of the establishment, while in the presence of any other person in a massage establishment, failed to conceal **themselves** with a fully opaque covering or any ~~the~~ intimate parts of their body**.**~~, if the purpose of such failure is sexual humiliation, degradation, arousal, or gratification~~.

m. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving offering to perform or to make available, permit, or in any way participate in the performance of any act prohibited in this section.

n. The licensee owning or operating the massage establishment knowingly caused, allowed, or permitted in or about such massage establishment any agent, employee, or any other person under their control or supervision to perform any acts prohibited in this section.

(2) *Hearings on Revocation, Suspension, and Nonrenewal.*

a. *Complaint.*

1. Any resident of the City may file a sworn written complaint with the City Clerk alleging one or more of the grounds listed in this subsection (g) about any licensee holding a license under this section.

2. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the City Clerk stating the specific grounds for the revocation or suspension.

b. *Summons*. Upon the timely filing of a written request for a hearing, the Common Council shall issue a summons, signed by the City Clerk and directed to any peace officer or constable, commanding the subject licensee to appear before the Common Council on a day and at a place named in such summons and show cause why the license should not be revoked or suspended. Such summons shall be served at least seven (7) days before the time at which such person is commanded to appear and shall be served by personal service or by certified mail. If the licensee cannot reasonably be served, then notice may be served by publication as a Class 1 notice.

c. *Evidentiary hearing*. The Common Council shall conduct a hearing on a complaint filed under this subsection to revoke or suspend any license granted under this section. The Council shall determine whether the arguments shall be presented orally or in writing, or both.

1. The hearing may be held in open or closed session depending on the nature of the evidence to be presented. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both.

2. The licensee may be represented by counsel, present and examine witnesses, and have a transcript of the hearing prepared at the licensee's expense.

3. The judgment of conviction of any licensee, or employee or agent thereof, in any municipal, state, or federal court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie evidence of a violation for purposes of this section. Mitigating circumstances may be introduced with respect to any judgment of conviction.

d. *Council action*. At the conclusion of the evidentiary hearing, the Common Council, following deliberation in open or closed session, shall make one of the following determinations.

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 180 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.

e. *Nonrenewal*. A massage establishment license may be nonrenewed based on any of the grounds identified in this section. Each year, the Chief shall identify any license for nonrenewal and provide that recommendation to the Common Council for determination on renewal and provide that recommendation to the Common Council for determination on renewal or intent to nonrenew the license. If the Common Council determines it will not renew, a notice shall be sent to the licensee stating with specificity the grounds for nonrenewal and informing the licensee of the right to a hearing. The licensee shall have ten (10) days to request an evidentiary hearing on the nonrenewal of their license in writing. Such hearing shall be held in accordance with the provisions of this subsection governing hearings on revocations and suspensions.

f. *Notice and Appeal*. The City Clerk shall notify the licensee in writing of the Common Council's decision and any revocation, suspension, or nonrenewal within ten (10) days after Council makes its determination. Any appeal of the Common Council's decision shall be by writ of certiorari to circuit court and must be commenced within 45 days of the date of the notice or be forever barred.

(3) *Commencement of Penalties.* Penalties shall commence the day after they have been imposed by the Common Council. All periods of suspension shall run consecutively.

(4) *Reports by Police Chief.* The Police Chief shall file reports with the City Attorney advising said City Attorney of conduct by a licensee, or employees thereof, which may constitute a basis for disciplinary action.

(h) *Exceptions.* This section shall not apply to the following businesses or professional establishments:

(1) Offices, clinics, or establishments of physicians, surgeons, chiropractors, osteopaths, nurses, or physical therapists licensed or registered to practice their respective professions under the laws of the State of Wisconsin existing for the provision of such occupational services.

(2) Barber shops and beauty parlors which employ barbers and beauticians licensed under the laws of the State of Wisconsin, provided that any massage therapy or bodywork therapy is limited to the head and scalp.

(i) *Operation Without a License a Public Nuisance.* The operation of a massage establishment or massage therapy or bodywork therapy activity of any individual without a license under this section is deemed a public nuisance and may be enjoined by the City.

(j) *Penalty.* Any person violating any provision of this section other than the Operation Regulations shall be subject to a forfeiture of not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00). Any person violating any provision of the Operation Regulations shall be subject to a forfeiture of not less than five hundred dollars ($500.00) and not more than one thousand dollars (1,000.00). Each day of violation shall constitute a separate offense.

(k) *Severability.* The provisions of any part of this section are severable. If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions, subsections, and applications of this ordinance to other persons or circumstances shall not be affected. It is declared to be the intent of this section that the same would have been adopted had such invalid provisions, if any, not been included herein.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on February 1, 2024.

SECTION 4. Any license granted prior to May 1, 2024, shall be valid through April 30, 2025.

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

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.7

To grant an appeal by Jennifer Larsen regarding the denial of her operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Jennifer Larsen-OPR Application
2. appeal-jennifer larsen
3. counseling completion
4. Initial Apperance form
5. interlock installation
6. my counselor

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.8

To grant an appeal by Gregory Diring regarding the denial of his operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-07-18 GREGORY DIRING APPEAL STATEMENT
2. GREGORY DIRING APPLICATION
3. 2023-07-18 COMMUNICATION TO DIRING
4. 2023-07-18-SUPPORTING DOCUMENTATION

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.9

To discount the reinspection fees accrued by appellant Jesse Robinhorst at 1905 Deckner Ave. to $650 due to a hardship.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023.06.21 APPEAL LETTERS AND CHARGES
2. 2023-07-17 T. MEVES INSPECTION RECAP W PHOTOS

Jesse Robinhorst
1905 Deckner Av.
Green Bay WI
6-21-2023

RECEIVED
JUN 21 2023
BY:

To Protection And Policy,

I would like To Appeal My reispection Fees of $950.00 And A Reinbursment of $350.00 I've Been Disable And out of work since Aug. 2021 And Am waiting on Another surgery- I Have been working with ~~Habor to~~ Neighbor Works For The Past Five months N Problem Has been Rectified. Just waiting on contractor Now.

Clerk & Treasurer's Office
100 North Jefferson Street · Room 106
Green Bay, Wisconsin 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone 920.448.3010
Fax 920.448.3016

As the City Clerk for the City of Green Bay, Wisconsin and having access to all of the public records and files in connection with special assessments for public improvements not on the tax roll(*) in said municipality, I do hereby certify that as of Thursday, June 22, 2023, the Common Council of Green Bay has approved no special assessment work of any kind either instituted or completed which might result in a lien, and that there are no deferred charges not shown on the tax roll for installations of public works for the following real estate:

Parcel Number: 21-2558

Street Address: 1905 DECKNER AVE

Legal Description: SMITH BROS GARDEN ADDN LOT 1 & WLY 10 FT OF LOT 2 BLK 1 EX ST IN J13198-34

THIS SEARCH EXTENDS TO DECKNER ONLY

EXCEPT:

Proj/ Inv/ Bond	Inv/ Assess Date	Year	Balance Amt	Type
161212	10/06/2022	2022	50.00	MUNIS-INSGB
162295	10/26/2022	2022	50.00	MUNIS-INSGB
162816	11/07/2022	2022	50.00	MUNIS-INSGB
162926	11/09/2022	2022	50.00	MUNIS-INSGB
163183	11/16/2022	2022	50.00	MUNIS-INSGB
163433	11/22/2022	2022	50.00	MUNIS-INSGB
163567	11/28/2022	2022	50.00	MUNIS-INSGB
163617	11/29/2022	2022	50.00	MUNIS-INSGB
163929	12/05/2022	2022	50.00	MUNIS-INSGB
163982	12/06/2022	2022	50.00	MUNIS-INSGB
164086	12/08/2022	2022	50.00	MUNIS-INSGB
164212	12/12/2022	2022	50.00	MUNIS-INSGB
164250	12/13/2022	2022	50.00	MUNIS-INSGB
165429	01/16/2023	2023	75.00	MUNIS-INSGB
165475	01/17/2023	2023	75.00	MUNIS-INSGB
165692	01/19/2023	2023	75.00	MUNIS-INSGB
165858	01/25/2023	2023	75.00	MUNIS-INSGB

(*) This certification does not include any possible, delinquent special assessments which are due and payable to the Brown County Treasurer's Office, or Charges for water and sewer usage, or various, miscellaneous charges currently due and payable.

It is hereby expressly understood that this certification is issued subject to errors and omissions and shall not be binding upon the City of Green Bay. In accordance with Section 19.35 Wisconsin Statutes, you are entitled to examine the public records of this office and verify the information obtained there from to your own satisfaction. Note that special assessments deferred after May 20, 1997, will be recalculated and charged the prevailing rate at the time of payment.

CITY CLERK

REAL ESTATE PROPERTY TAX BILL FOR 2022

CITY OF GREEN BAY

Bill #: 6105026
Parcel #: 21-2558
Alt. Parcel #:

JESSE J ROBINHORST
1905 DECKNER AVE
GREEN BAY WI 54302-3529

Total Due For Full Payment
By January 31, 2023
$2,670.44
-- OR --
Pay First Installment
By January 31, 2023
$1,699.38

Make Check Payable and Mail to:
CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026
(920) 448-3055

Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
If payment is made by check, receipt is not valid until check has cleared all banks.

MAIL: City of Green Bay, Tax Collection, 100 N Jefferson St, Room 106
Green Bay, WI 54301-5026

ONLINE: www.browncountywi.gov/propertytax
Use Guest sign-in. Enter Parcel# only in Property# field for best results.
VPS Convenience Fees: E-check $1.25, Personal Visa Debit Cards $3.95, and Credit Cards/Other Debit Cards 2.55%

IN PERSON: City Hall Clerk's Office (available Mon-Fri 8:00AM-4:30PM, except holidays)
Parking is available at the hooded meter spots on north-side of City Hall

DROP BOX: Located on the Northeast entrance of City Hall (available any time)

NOTE: Homeowners check for Lottery Credit deduction on Primary Residence only.
For mailing address changes go to www.browncountywi.gov/addresschange
Receipts are available at www.browncountywi.gov/propertysearch
Postponed 2nd installment payments will be collected by Brown County.

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2022
CITY OF GREEN BAY
BROWN COUNTY

BILL NO. 6105026
Correspondence should refer to parcel number
PARCEL#: 21-2558

SEQ# 24806

Property Address
1905 DECKNER AVE

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.
28,400	79,200	107,600	0.9548	29,700	82,900	112,600

☐ A star in this box means unpaid prior year taxes

Taxing Jurisdiction	2021 Est. State Aids Allocated Tax Dist.	2022 Est. State Aids Allocated Tax Dist.	2021 Net Tax	2022 Net Tax	% Tax Change
CITY OF GREEN BAY	20,996,476	21,030,432	807.18	815.82	1.1%
NORTHEAST WI VTAE	7,132,654	7,420,438	76.58	74.75	-2.4%
GREEN BAY SCH DIST	147,850,851	157,043,333	784.78	757.41	-3.5%
BROWN COUNTY	2,501,522	2,563,129	374.98	362.18	-3.4%
Total	178,481,503	188,057,332	2,043.52	2,010.16	-1.6%
First Dollar Credit			67.69	68.03	0.5%
Lottery & Gaming Credit			240.08	223.30	-7.0%
Net Property Tax			1,735.75	1,718.83	-1.0%

Gross Property Tax	2,010.16
First Dollar Credit	-68.03
Lottery Credit	-223.30
Net Property Tax	1,718.83
STORM WTR MGMT	145.28
OTHER CHARGES	350.00
DELINQ WATER	205.89
DELINQ SEWER	250.44

School taxes reduced by school levy tax credit: $ 144.62

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.
1997439 1772710 ACRES: 0.217

9,457 SQ FT SMITH BROS GARDEN ADDN LOT 1 & WLY 10 FT OF LOT 2 BLK 1 EX ST IN J13198-34

Net Assessed Value Rate (Does NOT reflect credits)
0.018681742

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

TOTAL DUE FOR FULL PAYMENT
PAY BY **January 31, 2023**
▶ $ 2,670.44

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

PA-6853 (R. 8-15)

Installments may be paid as follows:
1699.38 DUE BY 01/31/2023
971.06 DUE BY 07/31/2023

JESSE J ROBINHORST
1905 DECKNER AVE
GREEN BAY WI 54302-3529

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
GREEN BAY SCH DIST	11,697,967.00	144.31	2027

CITY OF GREEN BAY
TAX COLLECTION
100 N JEFFERSON ST ROOM 106
GREEN BAY WI 54301-5026

PRESORTED
FIRST CLASS MAIL
US POSTAGE PAID
UMS

TAX BILL ENCLOSED
for 21-2558

FORWARDING SERVICE REQUESTED

JESSE J ROBINHORST
1905 DECKNER AVE
GREEN BAY WI 54302-3529

GREEN BAY CITY TREASURER
100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
09/21/2022	160630
Customer Number	
59602	
Invoice Total Due	
$50.00	
Customer PO	**Due Date**
	10/21/2022

JESSE J ROBINHORST
1905 DECKNER AVE
GREEN BAY, WI 54302-3529

0000018202220016063000000050005

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301 **Invoice Date:** 09/21/2022 **Customer Number:** 59602

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
REINSPECTION FEE FOR 1905 DECKNER AV - CASE #119819 ON 9/20/2022 BY TIM MEVES [TIM.MEVES@GREENBAYWI.GOV (920) 448-3331] - FOR A CURRENT OUTSTANDING BALANCE OF $350	1.00	$50.00	EACH	$50.00	$0.00	$0.00	$50.00

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total: **$50.00**

THIS AMOUNT MUST BE PAID WITHIN 30 DAYS OR THE TOTAL WILL BE PLACED ON THE CITY OF GREEN BAY TAX ROLL AS A SPECIAL TAX UNLESS AN APPEAL HAS BEEN MADE. IF YOU HAVE ANY QUESTIONS CALL THE INSPECTION DIVISION AT 920-448-3300. THANK YOU.

ORIGINAL COPY

GREEN BAY CITY TREASURER
100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
08/10/2022	158968
Customer Number	
59602	
Invoice Total Due	
$50.00	
Customer PO	**Due Date**
	09/09/2022

JESSE J ROBINHORST
1905 DECKNER AVE
GREEN BAY, WI 54302-3529

0000018202220015896880000050005

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301 **Invoice Date:** 08/10/2022 **Customer Number:** 59602

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
REINSPECTION FEE FOR 1905 DECKNER AV - CASE #119819 ON 8/9/2022 BY TIM MEVES [TIM.MEVES@GREENBAYWI.GOV (920) 448-3331] - FOR A CURRENT OUTSTANDING BALANCE OF $300	1.00	$50.00	EACH	$50.00	$0.00	$0.00	$50.00

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total: **$50.00**

THIS AMOUNT MUST BE PAID WITHIN 30 DAYS OR THE TOTAL WILL BE PLACED ON THE CITY OF GREEN BAY TAX ROLL AS A SPECIAL TAX UNLESS AN APPEAL HAS BEEN MADE. IF YOU HAVE ANY QUESTIONS CALL THE INSPECTION DIVISION AT 920-448-3300. THANK YOU.

ORIGINAL COPY

GREEN BAY CITY TREASURER
100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
08/04/2022	158798
Customer Number	
59602	
Invoice Total Due	
$50.00	
Customer PO	**Due Date**
	09/03/2022

JESSE J ROBINHORST
1905 DECKNER AVE
GREEN BAY, WI 54302-3529

0000018202220015879890000050005

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301 **Invoice Date:** 08/04/2022 **Customer Number:** 59602

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
REINSPECTION FEE FOR 1905 DECKNER AV - CASE #119819 ON 8/3/2022 BY TIM MEVES [TIM.MEVES@GREENBAYWI.GOV (920) 448-3331] - FOR A CURRENT OUTSTANDING BALANCE OF $250	1.00	$50.00	EACH	$50.00	$0.00	$0.00	$50.00

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total: **$50.00**

THIS AMOUNT MUST BE PAID WITHIN 30 DAYS OR THE TOTAL WILL BE PLACED ON THE CITY OF GREEN BAY TAX ROLL AS A SPECIAL TAX UNLESS AN APPEAL HAS BEEN MADE. IF YOU HAVE ANY QUESTIONS CALL THE INSPECTION DIVISION AT 920-448-3300. THANK YOU.

ORIGINAL COPY

GREEN BAY CITY TREASURER
100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
07/28/2022	158402
Customer Number	
59602	
Invoice Total Due	
$50.00	
Customer PO	**Due Date**
	08/27/2022

JESSE J ROBINHORST
1905 DECKNER AVE
GREEN BAY, WI 54302-3529

0000018202220015840280000050005

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301 **Invoice Date:** 07/28/2022 **Customer Number:** 59602

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
REINSPECTION FEE FOR 1905 DECKNER AV - CASE #119819 ON 7/27/2022 BY TIM MEVES [TIM.MEVES@GREENBAYWI.GOV (920) 448-3331] - FOR A CURRENT OUTSTANDING BALANCE OF $200	1.00	$50.00	EACH	$50.00	$0.00	$0.00	$50.00

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total: **$50.00**

THIS AMOUNT MUST BE PAID WITHIN 30 DAYS OR THE TOTAL WILL BE PLACED ON THE CITY OF GREEN BAY TAX ROLL AS A SPECIAL TAX UNLESS AN APPEAL HAS BEEN MADE. IF YOU HAVE ANY QUESTIONS CALL THE INSPECTION DIVISION AT 920-448-3300. THANK YOU.

ORIGINAL COPY

GREEN BAY CITY TREASURER
100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
07/15/2022	157757
Customer Number	
59602	
Invoice Total Due	
$50.00	
Customer PO	**Due Date**
	08/14/2022

JESSE J ROBINHORST
1905 DECKNER AVE
GREEN BAY, WI 54302-3529

0000018202220015775760000005000 5

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301 **Invoice Date:** 07/15/2022 **Customer Number:** 59602

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
REINSPECTION FEE FOR 1905 DECKNER AV - CASE #119819 ON 7/14/2022 BY TIM MEVES [TIM.MEVES@GREENBAYWI.GOV (920) 448-3331] - FOR A CURRENT OUTSTANDING BALANCE OF $150	1.00	$50.00	EACH	$50.00	$0.00	$0.00	$50.00

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total: **$50.00**

THIS AMOUNT MUST BE PAID WITHIN 30 DAYS OR THE TOTAL WILL BE PLACED ON THE CITY OF GREEN BAY TAX ROLL AS A SPECIAL TAX UNLESS AN APPEAL HAS BEEN MADE. IF YOU HAVE ANY QUESTIONS CALL THE INSPECTION DIVISION AT 920-448-3300. THANK YOU.

ORIGINAL COPY

GREEN BAY CITY TREASURER
100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
05/18/2022	154990
Customer Number	
59602	
Invoice Total Due	
$50.00	
Customer PO	**Due Date**
	06/17/2022

JESSE J ROBINHORST
1905 DECKNER AVE
GREEN BAY, WI 54302-3529

0000018202222001549906000000500005

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301 **Invoice Date:** 05/18/2022 **Customer Number:** 59602

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
REINSPECTION FEE FOR 1905 DECKNER AV - CASE #119819 ON 5/17/2022 BY TIM MEVES [TIM.MEVES@GREENBAYWI.GOV (920) 448-3331] - FOR A CURRENT OUTSTANDING BALANCE OF $100	1.00	$50.00	EACH	$50.00	$0.00	$0.00	$50.00

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total: **$50.00**

THIS AMOUNT MUST BE PAID WITHIN 30 DAYS OR THE TOTAL WILL BE PLACED ON THE CITY OF GREEN BAY TAX ROLL AS A SPECIAL TAX UNLESS AN APPEAL HAS BEEN MADE. IF YOU HAVE ANY QUESTIONS CALL THE INSPECTION DIVISION AT 920-448-3300. THANK YOU.

ORIGINAL COPY

GREEN BAY CITY TREASURER
100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
05/09/2022	154779
Customer Number	
59602	
Invoice Total Due	
$50.00	
Customer PO	**Due Date**
	06/08/2022

JESSE J ROBINHORST
1905 DECKNER AVE
GREEN BAY, WI 54302-3529

0000018202220015477930000050005

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301 **Invoice Date:** 05/09/2022 **Customer Number:** 59602

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
REINSPECTION FEE FOR 1905 DECKNER AV - CASE #119819 ON 5/6/2022 BY TIM MEVES [TIM.MEVES@GREENBAYWI.GOV (920) 448-3331] - FOR A CURRENT OUTSTANDING BALANCE OF $50	1.00	$50.00	EACH	$50.00	$0.00	$0.00	$50.00

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total: **$50.00**

ORIGINAL
COPY

Hi Jaime, Lacey, please see below.

March 31, 2022: Complaint received by Inspection Office of residence without siding since 2019.

March 31, 2022: Initial inspection performed. 3 of 4 exterior walls without siding installed…..exposing foil faced insulation sheathing (see attached pics).

April 1, 2022: Written 30-day notice to replace missing siding mailed to property owner – Mr. Jesse Robinhorst. Complete by date May 5, 2022.

April 13, 2022: Returned call to property owner. Stated he has been out of work since August 2021 due to injury and is experiencing financial issues.
Reminded him that property condition existed 2 years prior, in 2019.

May 6, 2022: Reinspection. Violation not corrected. First reinspection fee issued.

May 17, 2022 – Jan 24, 2023: 23 subsequent reinspection's performed. Compliance not achieved. Reinspection fees issued with each property visit.

July 20, 2022: Reinspection: Owner not home nor answered his phone. Unable to leave a voice message. Taped business card to rear door with note requesting that he address a letter to me detailing the circumstances for not making the siding repairs in 3+ years. No letter received to date.

August 17, 2022: Reinspection. Issued municipal court citation IN003510 to property owner for failure to reside residence. Initial court date September 19, 2022. Defendant missed court appearance – found guilty by default. Later paid forfeiture amount to court.

January 26, 2023: Returned phone call to Mr. Robinhorst. He explained some friends are providing him with funds for purchasing window wrap and siding materials and will assist him with the Installation.

January 27, 2023: Phone call from Mr. Robinhorst. Stated "he won't be able to count on his friends for install help – as they have jobs and family obligations that keep them busy."

January 30, 2023: Referred Mr. Robinhorst to NeighborWorks after learning that grant monies recently became available for energy related projects.

June 20, 2023: Per NeighborWorks, project approved, and a contractor selected (Compound Construction). Awaiting notification of contractor start date.

Thank you,

Tim Meves
Housing/Zoning Inspector
City of Green Bay

Community & Economic Development Department
(920) 448-3331
greenbaywi.gov

CHARGER

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.10

To hold an appeal by John Rome, 1315 S. Oakland Ave, regarding reinspection fees until the August 14 Protection & Policy Committee Meeting to review the completion of the order.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. sharpscans@greenbaywi.gov_20230116_141828
2. P&P Notice 7.19.2023
3. 2023-07-19 T. MEVES STATEMENT REGARDING ROME CASE

Jaime Fuge

From: Jaime Fuge
Sent: Wednesday, July 19, 2023 5:00 PM
To: johntoosweet@aol.com
Subject: Protection & Policy Committee Meeting

Dear Mr. Rome,

We just spoke on the phone today regarding the Committee Meeting Monday, July 24, at 5 p.m.

As a recap, you may recall filing an appeal with the City of Green Bay earlier this year for inspection fees. Your appeal was heard by the Protection & Policy Committee and January 23, 2023, and was held until May to give you time to complete the required work. Inspections staff was recently at your property and notified the Committee that the work has not been completed. The Protection & Policy Committee will review your appeal and the actions to date at its next meeting on Monday, July 24 at 5 p.m. in Room 207 of City Hall (100 N. Jefferson St). Your attendance is encouraged, as you will be given an opportunity to speak regarding your appeal.

Thank you,
Jaime Fuge
Green Bay Deputy Clerk

From: Tim Meves <Tim.Meves@greenbaywi.gov>
Sent: Thursday, July 6, 2023 8:33 AM
To: William Paape <William.Paape@greenbaywi.gov>
Subject: FW: 1315 S Oakland Av, July 6, 2023, 8:25 A.M.

Front façade appears to be close to being done, work begun on right side. Rear, left side, and roof repairs not completed.

From: Tim Meves <Tim.Meves@greenbaywi.gov>
Sent: Thursday, July 6, 2023 8:27 AM
To: Tim Meves <Tim.Meves@greenbaywi.gov>
Subject: 1315 S Oakland Av, July 6, 2023, 8:25 A.M.

Tim Meves
Housing/Zoning Inspector

City of Green Bay
Department of Community and Economic Development
100 N Jefferson St, Rm 608
Green Bay, WI 54301

timme@greenbaywi.gov
(p) (920) 448-3331
(f) (920) 448-3117
(w) www.greenbaywi.gov

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.11

Informational Only: The release of three 2022-2023 available "Class B" Liquor & Class "B" Beer licenses to the pool due to no action taken for the 2023-2024 license year.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1238-11 MAIN ST NON-RENEWAL COMMUNICATION
2. 1911 university 4.20.2023 mail communication
3. 1911 UNIVERSITY AVE LIQUOR LICENSE RENEWAL NOTICE 5.8.2023 E-MAIL
4. 1860 UNIVERSITY CLOSED
5. 1860 UNIVERSITY 4.21.2023 MAIL COMMUNICATION TO AGENT AND LEGAL ADDRESS

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.12

Informational Only: The Clerk's Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 7.19.2023 CLERK'S OFFICE LIQUOR LICENSING REPORT

Licenses Granted By Common Council, but not yet Issued as of (7/19/2023):

License Type	Company Name	Trade Name	Address	Type	Approver
Class A Beer & Class A Liquor	DOLGENCORP, LLC	DOLLAR GENERAL STORE #21045	1641 MAIN ST	Liquor License	Inspections Renewal
Class A Beer & Class A Liquor	FAMILY DOLLAR STORES OF WI	FAMILY DOLLAR	550 N MILITARY AV	Liquor License	Inspections, New License approved 6.6.23
Class A Beer & Class A Liquor	FAMILY DOLLAR STORES OF WI LLC	FAMILY DOLLAR	1285 MAIN ST	Liquor License	Inspections, New License approved 6.6.2023
Class B Liquor-Reserve & Class B Beer	LEGACY GREEN BAY, LLC	THE LEGACY HOTEL	1004 BRETT FAVRE PASS	Liquor License	Inspections, granted waiver to open Oct. 2023
Class B Beer & Class B Liquor	MADRID TAPAS AND WINE BAR LLC	MADRID TAPAS	225 E WALNUT ST	Liquor License	Inspections, Renewal
Class B Beer& Class B Liquor	ROGELIO PEREZ JR	ROCKY'S TAQUERIA	1679 MAIN ST	Liquor License	Inspections, New and Renewal Approved on 5/16/2023)

Summary of Licenses Granted and Issued for Available Liquor Licenses:

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

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

The City granted 2 license that has not yet been issued (see page 1).

The City has 5 pending liquor license applications.

The City will release 3 available liquor licenses into the pool. The City can take start taking applications for the available liquor licenses Wednesday, August 2, 2023, at 7:30 a.m. (start of business day).

The City of Green Bay may only take the number of applications to number of licenses available. Applications are considered to those who apply with fully completed application and first in time.

Liquor License Checklist:

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

Summary of Licenses Granted and Issued for Reserve Liquor Licenses:

The City of Green Bay has a quota of 32 Class B Combination Liquor and Beer Reserve licenses under state law.

The City of Green Bay has 2 Class B Combination Liquor and Beer Reserve issued.

The City of Green Bay has 1 Class B Combination Liquor and Beer Reserve that has been granted, but not yet been issued.

A Reserve liquor license in the City of Green Bay costs $10,000 (one-time non-refundable issuance fee) plus the license fee prorated. The license shall not be transferred or surrendered.

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # O.13

Informational Only: The Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report July 24 2023
2. 23LiqVio

CITY OF GREEN BAY
POLICE DEPARTMENT

TO: **PROTECTION AND POLICY COMMITTEE**

FROM: **COMMUNITY POLICING**

DATE: **July 24, 2023**

From June 19, 2023, to July 24, 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

2023 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Sukhjit (NMI) Singh 23-211395 2321139553401	Dousman Express 606 Dousman Street	Bartending without an Operator's License	Court Date: 5/4/23; Dismissed without Prejudice
Upinderjit (NMI) Singh 23-211395 W2023-534-012	Dousman Express 606 Dousman Street	No Licensed Operator on the Premises (Owner)	Issued Written Warning
Marco A. Vargas 23-211037 2321103772801	Dino Shell 1828 S Ashland Avenue	Bartending without an Operator's License	Court Date: 5/2/23; 5/3/23 Guilty by Default, $187
Marco A. Vargas 23-211037 2321103772802	Dino Shell 1828 S Ashland Avenue	Sale of Alcohol to Underage Person(s)	Court Date: 5/2/23; Guilty by Default, $502
Juan Perez Maldonado 23-210493 W2023-557-023	Taqueria Maldonado's 1706 Main Street	Violation of Stipulation/Agreement	Issued Written Warning
Fatehajeet (NMI) Singh 23-214991 2321499153401	Marathon Gas Station 610 E. Walnut St.	No Licensed Operator on the Premises (Owner)	Court Date: 05/24/23; Guilty by Default, $187
Fatehajeet (NMI) Singh 23-214991 2321499153402	Marathon Gas Station 610 E. Walnut St.	Violation of Stipulation/Agreement	Court Date: 05/24/23; Guilty by Default, $691
Shanta P. Jackson 23-214991 W2023-534-014	Marathon Gas Station 610 E. Walnut St.	Bartending without an Operator's License	Issued Written Warning
Keishia K. King 23-214991 W2023-534-013	Marathon Gas Station 610 E. Walnut St.	Bartending without an Operator's License	Issued Written Warning

REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES
August 1, 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

Albrecht, Madeson P
Allen, Laura L
Ambrose, Emily J
Andrews, Zachary J
Anguiano, Yasmeen
Ashmann, Angela M
Barlament, Diane E
Barre, Michelle
Bartram, Dana J
Bashudev, Joshi
Bayee, Dominique K
Benz, Cade J
Bessett, Shaun M
Borowitz, Amy S
Boucher, Donald J
Boucher, Patrick A
Bouchonville, Scott M
Bradford, Ashley M
Brunette, Breanne S
Brunette, Savannah M
Burkart, Rhea L
Busch, Madison M
Carlson, Pamela L.
Cartwright, Faylea R
Champeau, Kevin J
Childers, Jacob S
Clark, Scott A
Clement, Angela K
Colburn, Tamara L
Compton, Lukas D
Conrad, MacKenzie AM
Corpus, Tina M
Corsten, Samantha E
Cumber, Cristina M
Cummings, Kim R
Dalton, Kayla M
Dashnier, Barbara J
Davis, Breanna J
Deas, Sara N
DeBaker, Olivia Q
Debban, Patti L
DeLorme, Andrea R
Denamur, Natalie R.
Dobberpuhl, Zoe A
Duncanson, Arianna C
Duquaine, Kristin A
Eakman, Rachelle M
Edges, Paula M
Edlbeck, Michael G
Ekberg, Chelsea D
Ely, Matthew C
Fields, Amanda M
Fraker, Jessica M
Francies, Sean S
Fritz, Gabrielle E
Gerczak, Joseph J
Gerou, Anastasia M
Gille, Robert J
Giovannini, Anthony J
Gonzalez, Jessica G
Graf, Michelle L
Gregoire, Jennifer L
Haen, Angela A
Hansen, Marilyn J
Harvey, Amanda L
Hawkins, Alyssa J
Heimerl, Judye A
Heinritz, Robert L
Hermansen, Nathan T
Hipke, Emmalynne R
Hock, Christine A
Hock, Jamie L.
Holl, Timothy C
Horkman, Kiyana E
Huguet, Pamela A
Hunter, Maria JM
Jacobe, Jill M
Jensen, Silvija
Johnson, Brian H
Johnson, Sue A
Johnston, Daniel J
Jones, Christopher O
Jones, Diamond L
Kadletz, Krystlyn V
Kane, Gavin T
Keomanyvong, Suvan
Kinsella, Logan P
Kinsella, Paul R
Kinzel, Kyle T
Kleiber, Beth A.
Kluth, Mary K
Knutson II, Richard A
Konshak, Jolene M

OPERATOR LICENSES (CONT.)

Koski, Cynthia K
Kostreva, Toni S
Kramer, Marcus L
Kuss, Alexandra J
La Combe, Kylie Kay
Laedtke, Kevin R.
Lagers, Elizabeth R
Lake, Renee L
Lamkin, Joshua J
Landwehr, Steven M
Leonhard, Michael S
Leyva Quinones, Jennifer L
Loberger, Wendy L
Lomma, Mary Jo
Loney, Nicholus J
Loomis, Wendy J
Lynch, Gavin R
Maass Jr, Dallas J
Malcheski, Mary E
Martinez, Lisa A
Maurer, Sandra K
Mc Carrell, Ann M
Mc Dermid, Tracy L
McAtee, Deangelo F
McDonald, Brianna L
McFarlane, Jamie A
McKellip, Crystal A
McLernon, Natasha A
Meeuwsen, Heather M
Mielke, Matthew J
Miller, Jesse J
Mooney, Michael J
Moreland, Ashlee M
Moreno, Agnes M
Myers Olson, Nickolas G
Myszewski, Karen R
Nelson, Carol A
Nelson, David A
Ness, Dianne M
Nguyen, Beau T
Nicks, Jared D
Niegert, Paula G
Norman, Ryan D
Olejniczak, Cory L
Olp, Tony M
Organ, Kevena M
Parsons III, John C
Patton, Mallory A
Pennock, Jay R
Penza, Trinity M
Perrine, Elizabeth M
Peterman, Deanne L
Phillips, Maurice S
Piefer, Linda L
Pier, Cynthia A
Rady, David C
Reiffers, Margaret A
Riemer, Patrick R
Risner, McKaela CM
Robishaw, Trista J
Roekle, Andrew P
Sandoval, Jr, Pedro
Sann, Kenneth R
Santiago-Velez, Jenitza
Schauer, Alexzander J
Schauer, Benjamin J
Schauer, Nathaniel J
Schermer-Stevenson,
Schleis, Scott S
Schmidt, Linda M
Schmiel, Crystal L
Schroeder, Dennis W
Schwedrsky, Donald R
Senechal, Ashley R
Shouse, Hali P
Smith, Justin M
Smits, Samuel S
Spencer, Gregory A
Stache, Harold J
Stanek, Whitney J
Stary, Jayne E
Staudenmaier, Bradley
Stelmach, Kristen A
Stephan, Courtney L
Strick, Rylee G
Stroessner, Brianna R
Stumbris, Kjirsten M
Terpstra, Donald E
Thibodeau, Casey A
Thut, Allison E
Thyne, Amy S
Trepanier, Kristin N
Trudell, Angela M
Vallier, Kathleen A
Van Boxel, Laura J
Van Linn, Terri L
Vande Hei, Theresa L
VandenBush, Gloria J
VanGruensven, Crystal
VanGruensven, Tami L
Vera, Andrea M
Verhagen, Stacy L
Verheyen, Donald J
Vincent, Cathy A
Voelker, Jessica J
Wagner, Stormey R
Webster, Barbara L
Wendt, Cole M
Whitehouse, Lauren E
Williams, Samantha R
Williamson, Lavona L
Wright, Zoe C
Xiong, Suemay N
Yang, Caitlyn C
Yang, Evan S
Zahn, Greta E
Zeddies, James M
Zeise, Robert A
Zimmerman, Aaron J
Zimonick, Amanda L

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 1, 2023	Dena Mooney, Staff

AGENDA ITEM # Q.1

To approve the subdivision variance from Section 44-557(7) of the Green Bay Municipal Code for the creation of two flag lots at 0 Bylsby Avenue.

BACKGROUND

Reason for Request: The proposed subdivision variance will permit two flag lots as part of the expansion of the Port of Green Bay.

Surrounding Zoning and Land Uses:
SUBJECT: General Industrial (GI)
NORTH: N/A - Bay of Green Bay
SOUTH: General Industrial (GI) - Industrial
EAST: N/A - Bay of Green Bay/Fox River
WEST: General Industrial (GI) - Industrial

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends General Industry Uses.

Report: The Plan Commission and City Council have the authority to approve variations to the specific requirements of the Subdivision and Platting Ordinance. See the code language below.

Section 36-125 of the Subdivision and Platting Ordinance dictates when the Plan Commission and Common Council find that extraordinary hardship or injustice will result from strict compliance with this ordinance, the terms may vary to the extent deemed necessary and proper to grant relief, provided that the modification meets the following standards:

a. The modification is due to physical features of the site or its location.
b. The modification is the least deviation from this ordinance, which will mitigate the hardship.
c. The modification is not detrimental to the public interest and is in keeping with the general spirit and intent of this ordinance.
d. Modifications may also be granted for a complete community or neighborhood unit that provides adequate public spaces and improvement for the circulation, recreation, light, air, and service needs when fully developed and populated.
e. The requirement of filing and recording the plat or survey shall not be waived.
f. Any modification thus granted shall be entered in the minutes of the Council, along with the reasons which, in the opinion of the Council, justified the modification.

The subject property and surrounding lands were subdivided in January 2022. At that time, city staff allowed Lots 2 and 3 of CSM 9421 to be created. Neither lot should have been allowed because Lot 2 is a flag lot and Lot 3 has no street frontage. In May 2023, Brown County and Wisconsin Public Service submitted a new CSM for this area. Since a new Certified Survey Map (CSM) has been submitted, the lots on the CSM must be in conformance with the city code.

Section 36-457(7) of the City of Green Bay Municipal Code states, "Lots of varying width shall be divided with more than 50 percent of their maximum width measured as public street frontage, excluding those divided on cul-de-sacs." Proposed Lot 2 has 227' of street frontage but the lot width is 1522.49'. Proposed Lot 3 has 437.38' of street frontage but the lot width is 1713.04'. The street frontage for both lots is less than 50% of the lot's width. Since proposed Lots 2 and 3 do not comply with this standard, a land division variance is needed to allow the creation of the CSM.

The subject properties are located adjacent to the Bay of Green Bay, the Fox River and are in an industrial area. Blysby Avenue terminates at Hurlbut Street, leaving these large, wide lots with little opportunity to have the necessary street frontage. The physical features of the site and its location make the street frontage requirement difficult to obtain.

Currently, Lot 2 exists as a flag lot and Lot 3 exists as a lot with no street frontage. The proposed CSM would provide street frontage for Lot 3. The functionality of that street frontage for access to Lot 3 is limited due to the boat slip. According to Brown County, the plan is to eventually fill in that boat slip to allow for expanded development of the site. The city code does not require that access to a parcel must come from the street frontage. Per an existing easement agreement (Doc. 2991624), access to Lot 3 will come through Lot 2. Furthermore, Lot 3 follows the railroad tracks and Outlot 1 will be sold to the property owner to the south (GLCC Properties) and combined with their other parcels by another Certified Survey Map. The proposed CSM does attempt to provide street frontage, which is an improvement from its current configuration.

Due to the industrial nature of the site, deviating from the street frontage requirements would not be detrimental to the public interest and is in keeping with the general spirit and intent of the ordinance. The industrial use of the property has no impact on neighborhoods.

Filing and recording of the CSM will not be waived. The owners must record the CSM with the Brown County Register of Deeds after the City of Green Bay approves the CSM.

Staff believes the subdivision variance is justified as noted above. This application meets the hardship requirements provided in 36-125, specifically based on the industrial use of the properties, the location of the parcels adjacent to the Bay of Green Bay and Fox River, and improvement to the existing lot configurations.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. VR 23-03 Location Map
2. VR 23-03 Narrative
3. VR 23-03 Pulliam Site CSM Variance Justifications Final - June 21, 2023
4. VR 23-03 Pulliam CSM_Revised_6-15-2023
5. January 2022 CSM 9421 Cover Sheet

Proposed Variance

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 DM.

Land Division Variance (VR 23-03) at 0 Blysby Avenue

CITY OF GREEN BAY 1854 Titletown, USA

Project Narrative

The primary purpose of the project is to grow the Port of Green Bay by allowing existing port businesses to expand their operations at the former Pulliam site and by adding new port tenants at the site.

The expansion of an existing port business will be facilitated by selling proposed Outlot 1 to GLC Minerals after the CSM is approved and recorded. The addition of new port tenants will be facilitated by preparing proposed Lot 3 to accommodate one or more port-related uses that are permissible within the City of Green Bay's Zoning Ordinance.

Proposed Lot 2 is a slight (0.91 acre) revision to the lot created by CSM 9421 that was recorded with the Brown County Register of Deeds on January 3, 2022. Proposed Lot 2 will continue to be owned and used by Wisconsin Public Service (WPS).

Conditional Preliminary CSM Approval for 0 Bylsby Avenue in the City of Green Bay

Variance Justifications for Lots 2 and 3

Lot 2

Lot 2 does not satisfy Section 36-457(7) of the City of Green Bay Subdivision Ordinance because the lot's public street frontage is less than 50 percent of its maximum width. However, the applicant believes the requested variance satisfies the variance approval criteria in Sec. 36-125 for the following reasons:

- **The modification is due to physical features of the site or its location.**

Lot 2's only available public street frontage is Bylsby Avenue south of Hurlbut Street because of the lot's proximity to the Bay of Green Bay and Fox River, and there is not enough street frontage available to satisfy the 50 percent maximum width requirement for a lot of this size and shape.

- **The modification is the least deviation from this chapter which will mitigate the hardship.**

Lot 2 has adequate street frontage to allow the existing uses to continue and to retain the ability to be developed with additional uses permissible within the City of Green Bay's Zoning Ordinance. Lot 2 will also not create any new or expanded nonconformities.

- **The modification is not detrimental to the public interest and is in keeping with the general spirit and intent of this chapter.**

The current land uses on Lot 2 conform with the parcel's zoning designation, and any additional uses proposed for Lot 2 in the future will be uses permissible within the City of Green Bay's Zoning Ordinance. Lot 2 will also not create any new or expanded nonconformities.

Lot 2 as proposed in the CSM is nearly identical to the lot that was approved by the City of Green Bay in CSM 9421 and recorded with the Brown County Register of Deeds on January 3, 2022.

- **Modifications may also be granted for a complete community or neighborhood unit that provides adequate public spaces and improvement for the circulation, recreation, light, air, and service needs when fully developed and populated.**

N/A

- **The requirement of filing and recording the plat or survey shall not be waived.**

The applicants are not requesting a waiver. The CSM will be recorded after it is approved by the city.

Lot 3

Lot 3 does not satisfy Section 36-457(7) of the City of Green Bay Subdivision Ordinance because the lot's public street frontage is less than 50 percent of its maximum width. However, the applicant believes the requested variance satisfies the variance approval criteria in Sec. 36-125 for the following reasons:

- **The modification is due to physical features of the site or its location.**

Lot 3's only available public street frontage is Bylsby Avenue south of Hurlbut Street because of the lot's proximity to the Bay of Green Bay and Fox River, and there is not enough street frontage available to satisfy the 50 percent maximum width requirement for a lot of this size and shape.

- **The modification is the least deviation from this chapter which will mitigate the hardship.**

Lot 3 has adequate street frontage to allow the existing uses to continue and to retain the ability to be developed with additional uses permissible within the City of Green Bay's Zoning Ordinance. Lot 3 will also not create any new or expanded nonconformities.

The minimum width and design of Lot 3's connection to Bylsby Avenue (60 feet) was determined through consultation with City of Green Bay Community and Economic Development Department staff in December of 2022. According to city staff, the width of this connection should be at least 60 feet to allow a public street to be built if this is desired in the future. City staff also indicated that this connection should be established as a right-of-way instead of as an easement.

The location and configuration of Lot 3 as proposed in the CSM are similar to the lot that was approved by the City of Green Bay in CSM 9421 and recorded with the Brown County Register of Deeds on January 3, 2022.

- **The modification is not detrimental to the public interest and is in keeping with the general spirit and intent of this chapter.**

Any uses proposed for Lot 3 in the future will be uses permissible within the City of Green Bay's Zoning Ordinance. Lot 3 will also not create any new or expanded nonconformities.

- **Modifications may also be granted for a complete community or neighborhood unit that provides adequate public spaces and improvement for the circulation, recreation, light, air, and service needs when fully developed and populated.**

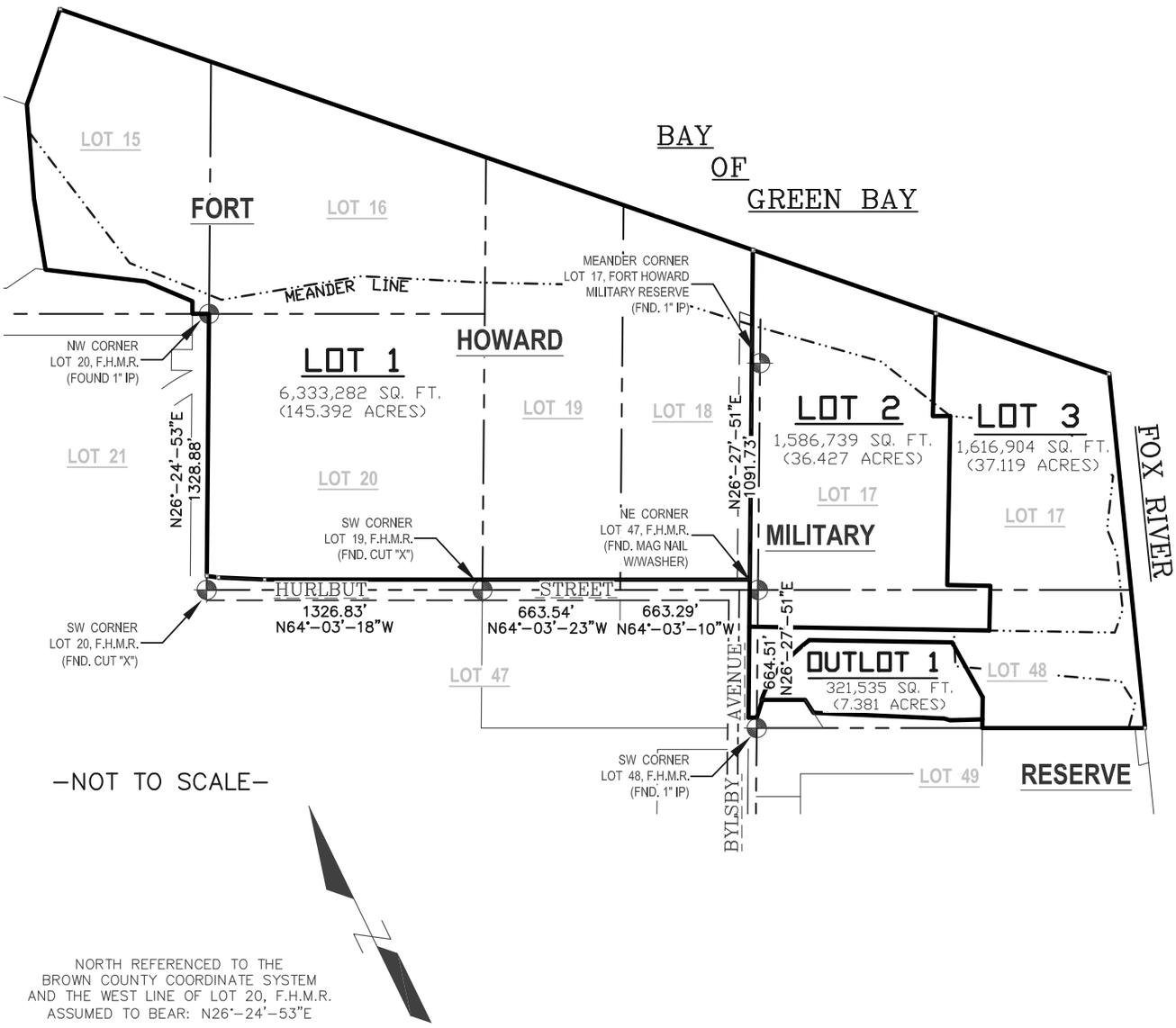
N/A

- **The requirement of filing and recording the plat or survey shall not be waived.**

The applicants are not requesting a waiver. The CSM will be recorded after it is approved by the city.

CERTIFIED SURVEY MAP

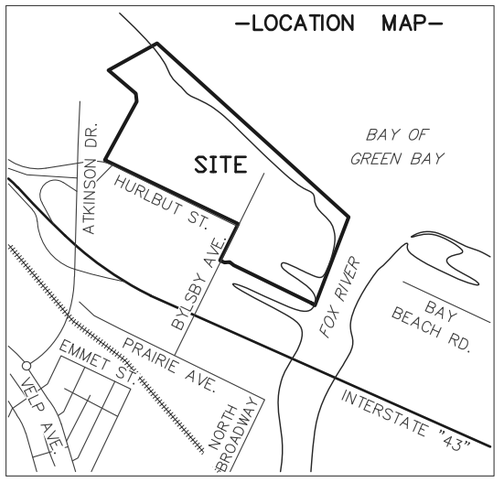
ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF
LOTS 15, 16, 17, 18, 19, & 48, FORT HOWARD MILITARY RESERVE,
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



-NOT TO SCALE-

NORTH REFERENCED TO THE
BROWN COUNTY COORDINATE SYSTEM
AND THE WEST LINE OF LOT 20, F.H.M.R.
ASSUMED TO BEAR: N26°-24'-53"E

-LOCATION MAP-



-LEGEND-

- O = 1" X 18" IRON PIPE SET (1.130 LB./FT.)
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- ● = 1" IRON PIPE FOUND
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MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

DRAWN BY: J.D.	FIELD WORK DATE: 3-19-21
CHECKED BY: S.C.D.	FIELD BOOK: M-50, PG. 66
JOB NO.: 14479	SHEET 1 OF 25

SURVEYED FOR:
WISCONSIN PUBLIC SERVICE
2830 S. ASHLAND AVENUE
GREEN BAY, WI 54307
920-433-1845

CERTIFIED SURVEY MAP

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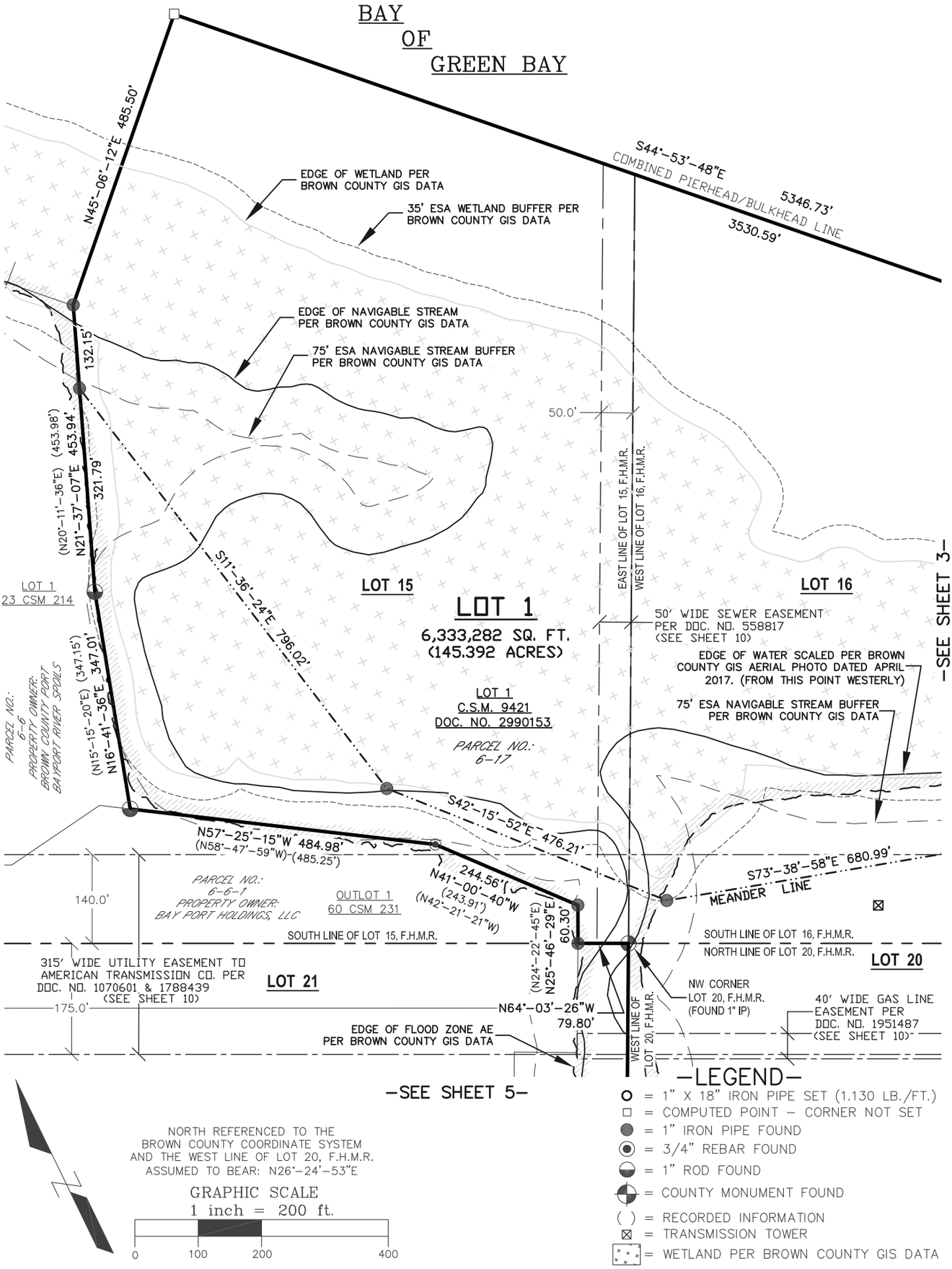

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GRAPHIC SCALE
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0 100 200 400

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JOB NO.: 14479	SHEET 2 OF 25	

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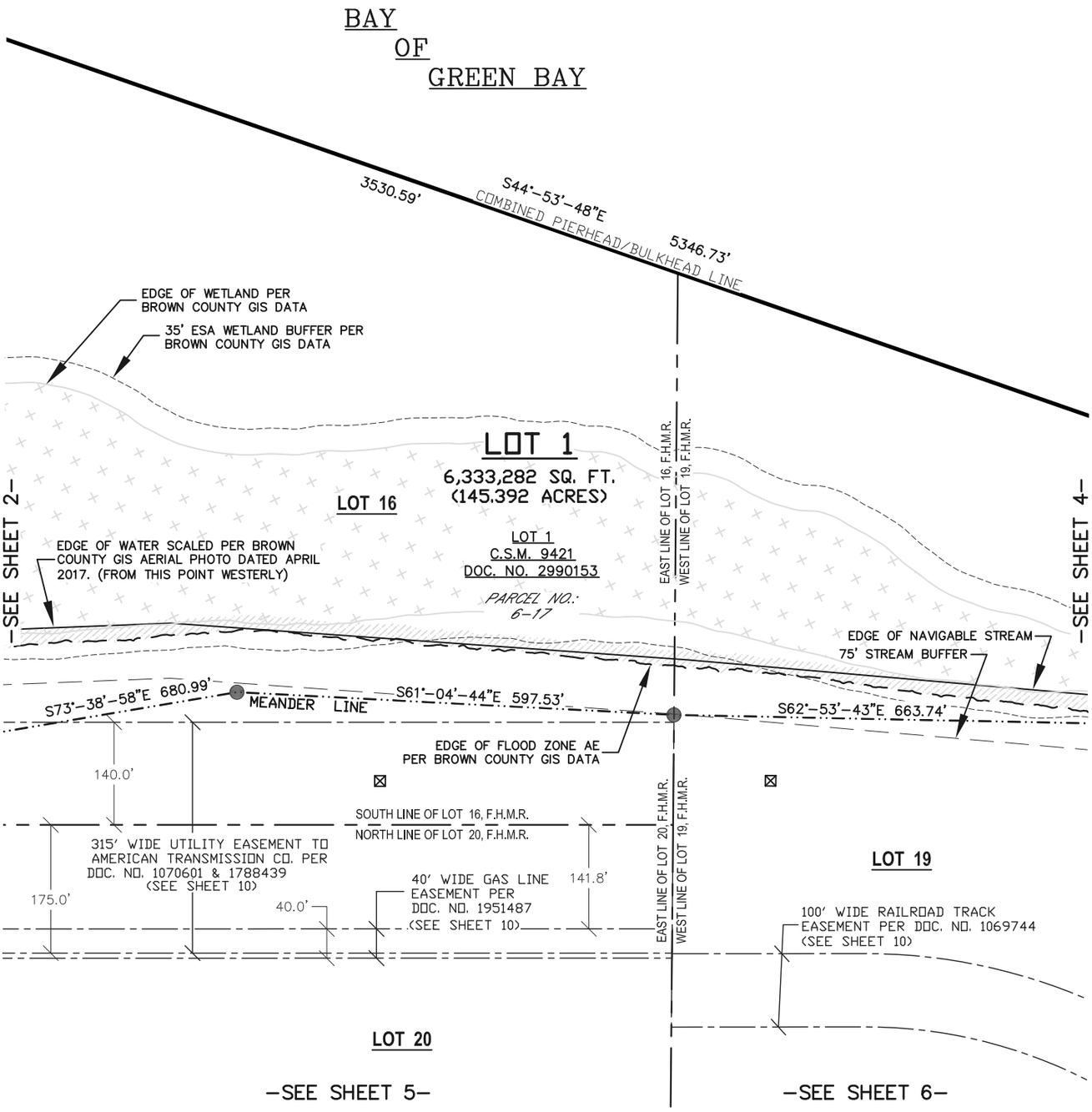

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JOB NO.: 14479	SHEET 3 OF 25

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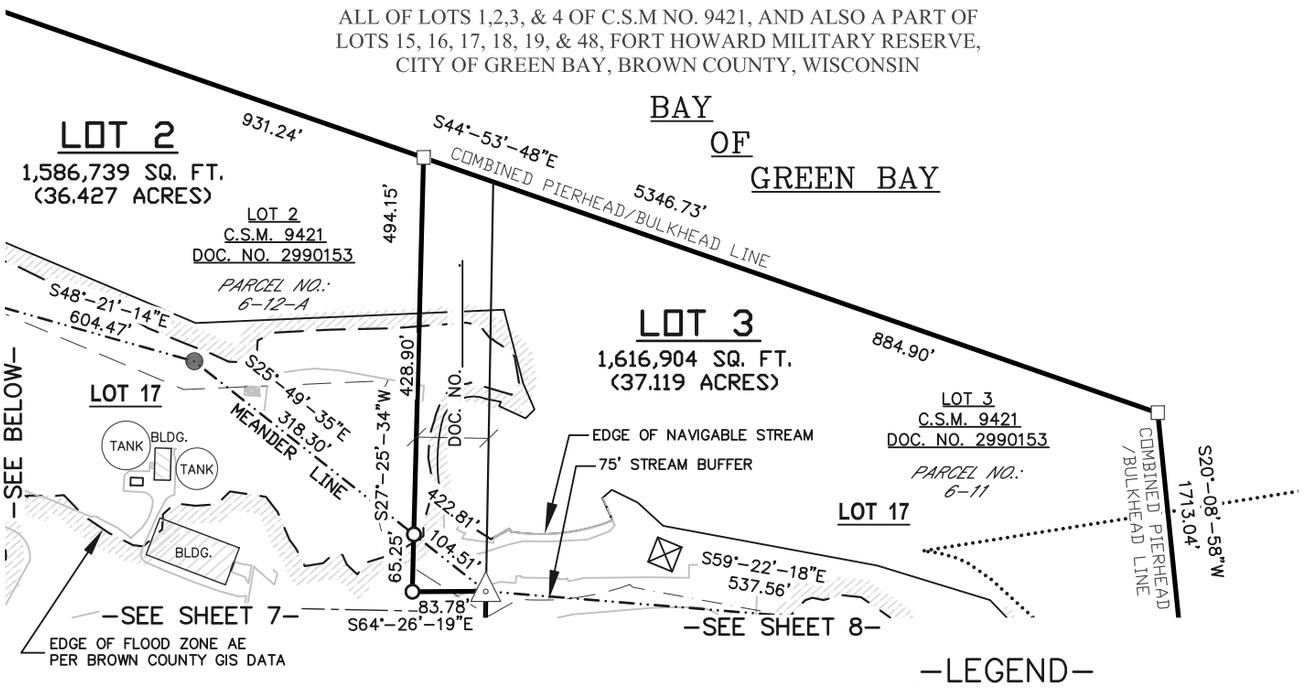

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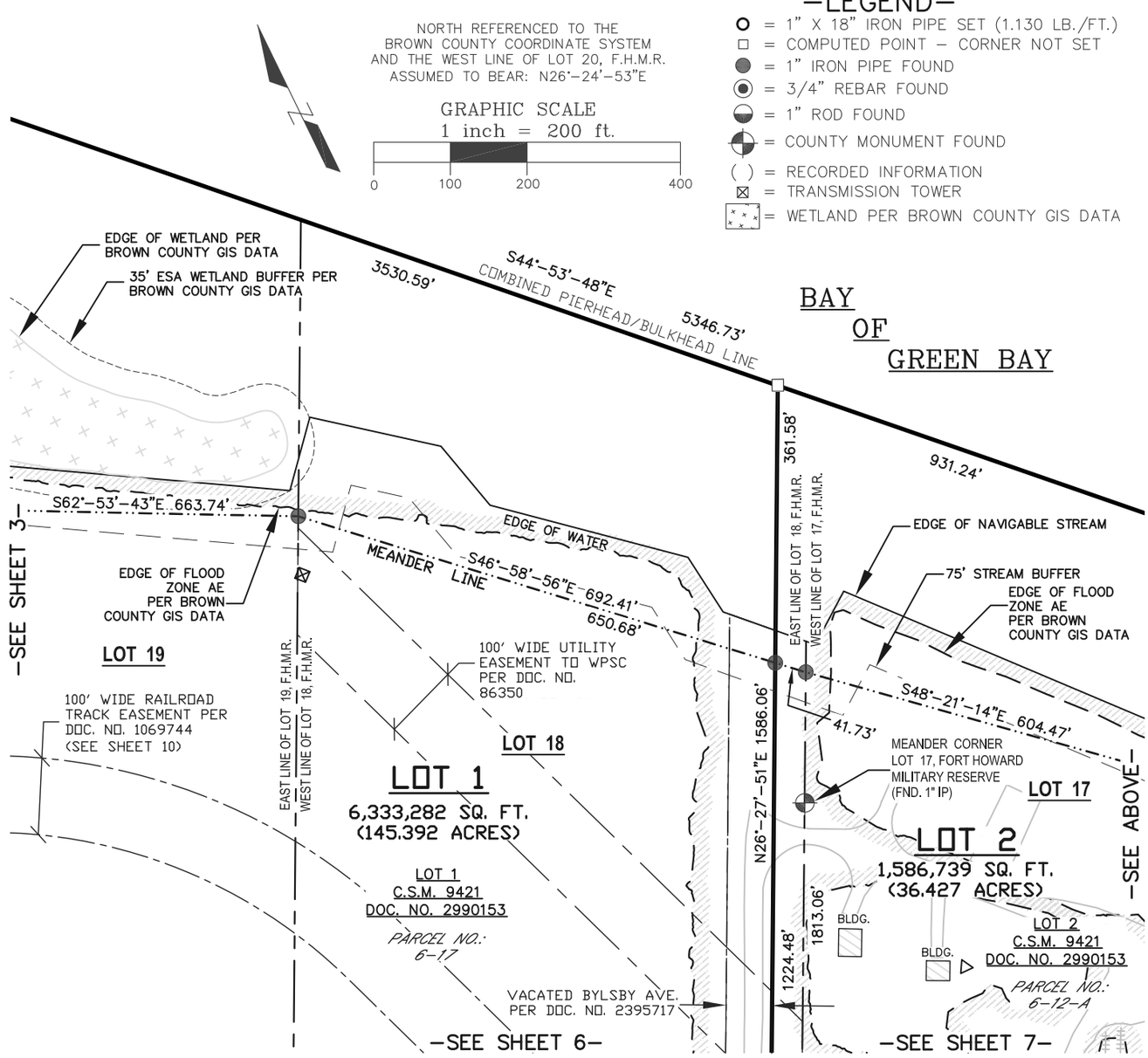

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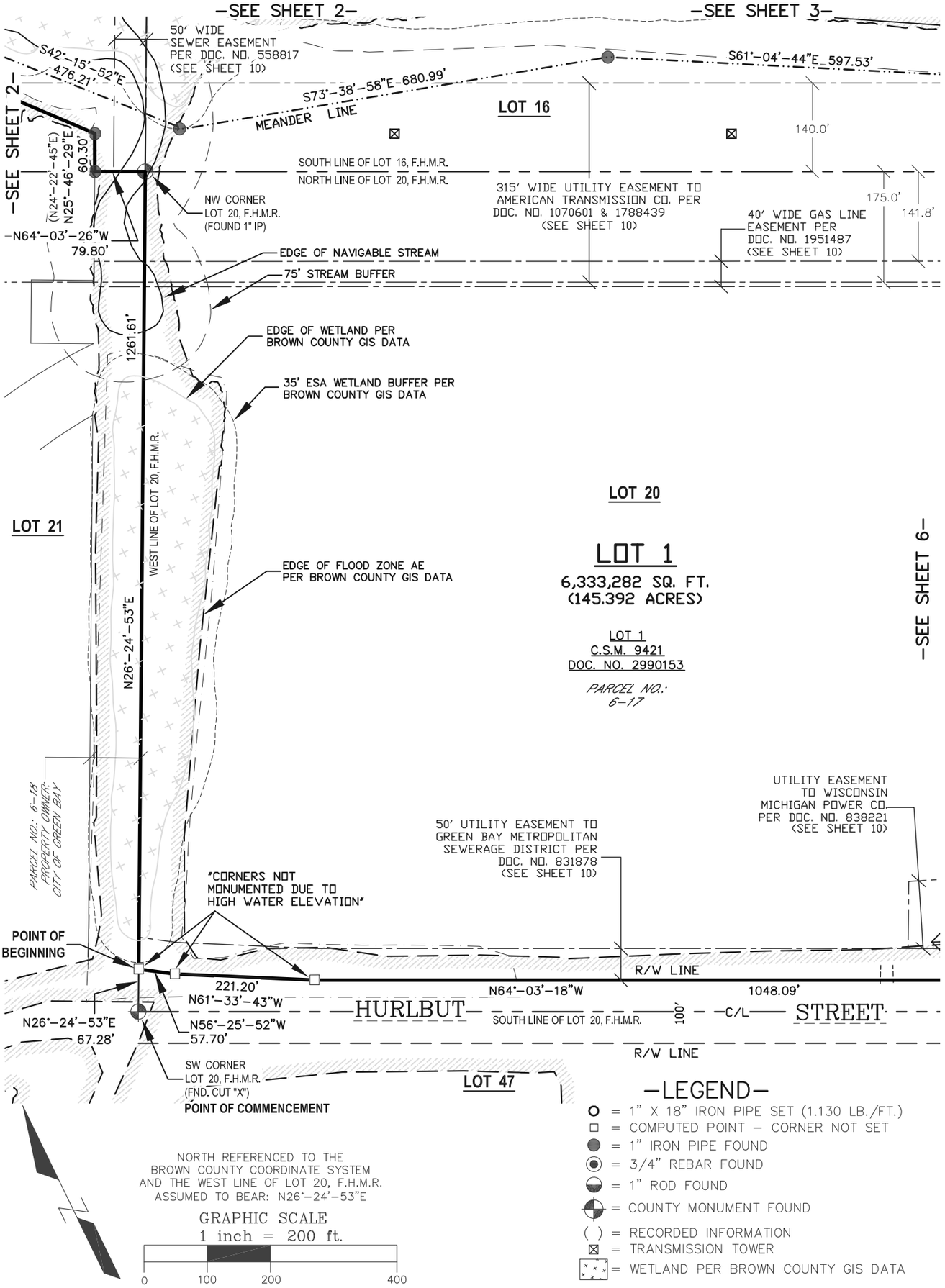

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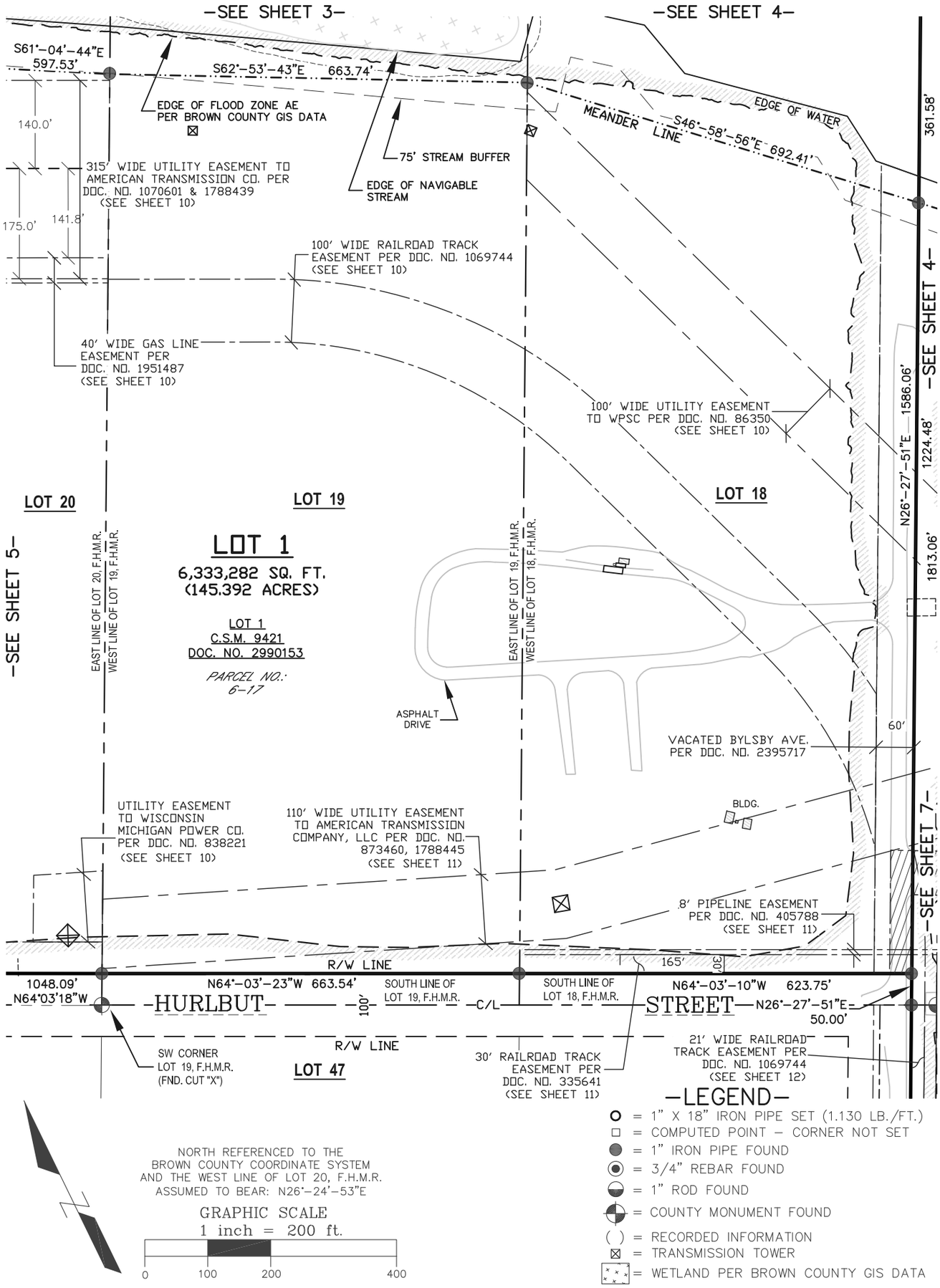

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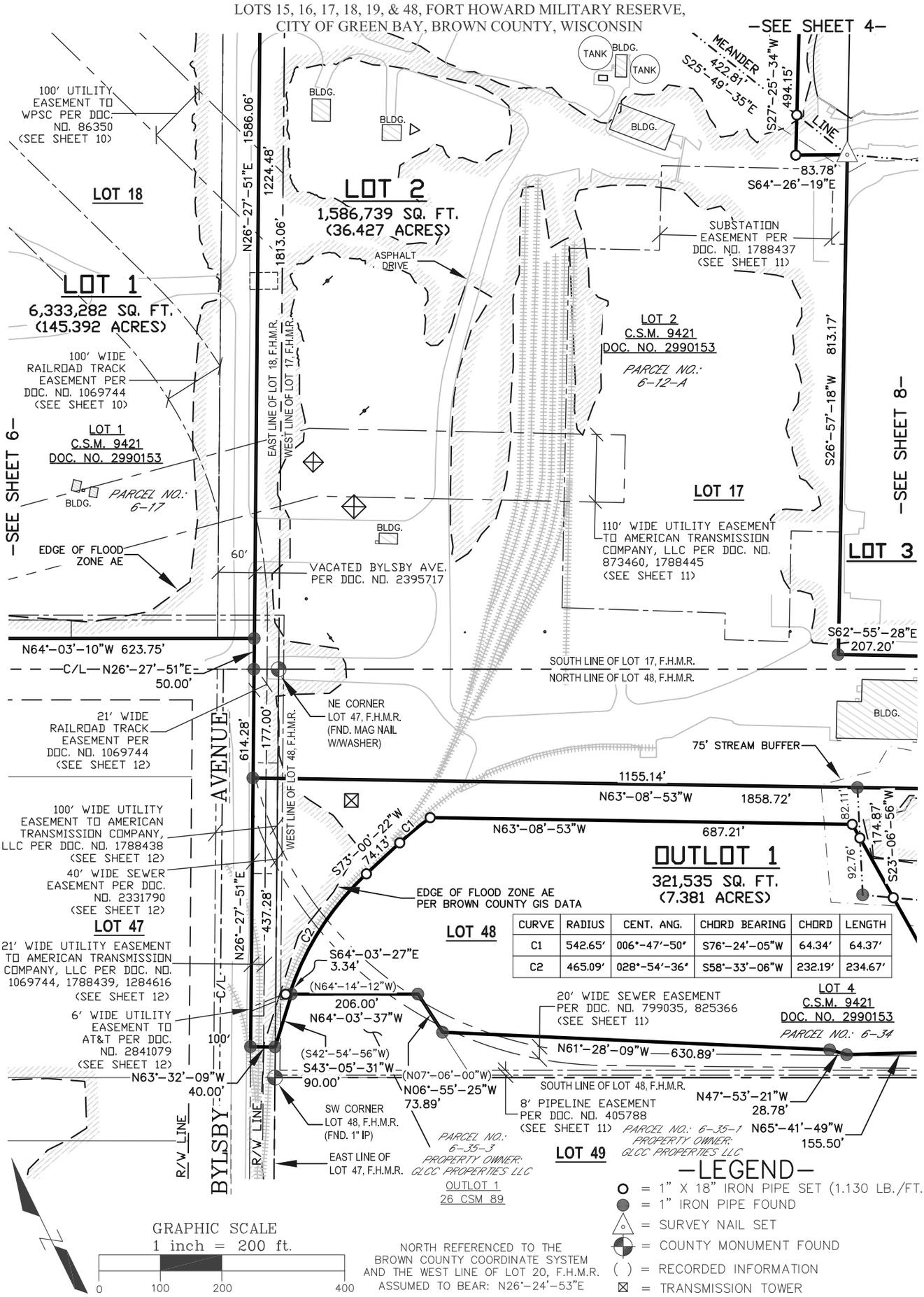

CURVE	RADIUS	CENT. ANG.	CHORD BEARING	CHORD	LENGTH
C1	542.65'	006°-47'-50"	S76°-24'-05"W	64.34'	64.37'
C2	465.09'	028°-54'-36"	S58°-33'-06"W	232.19'	234.67'

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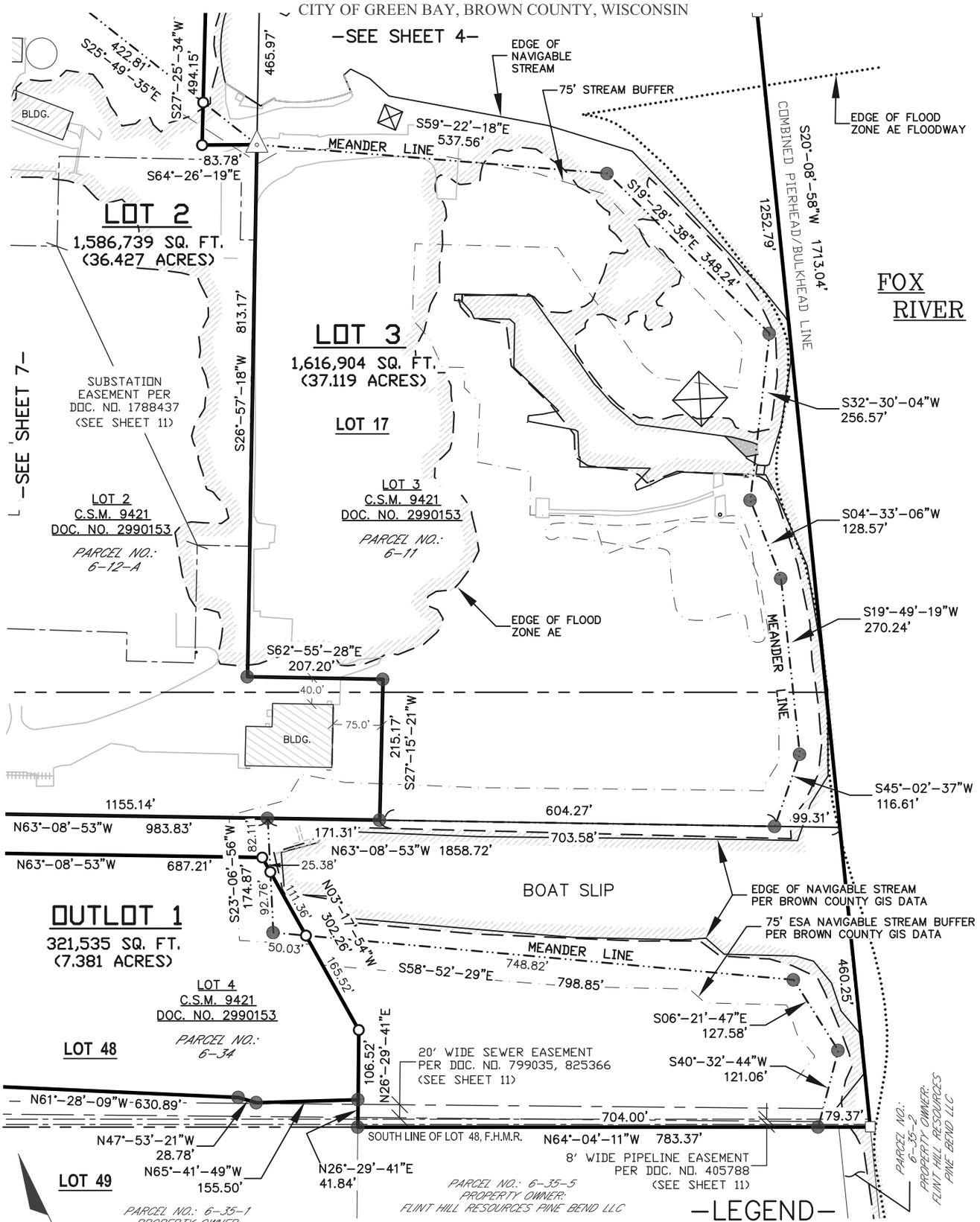

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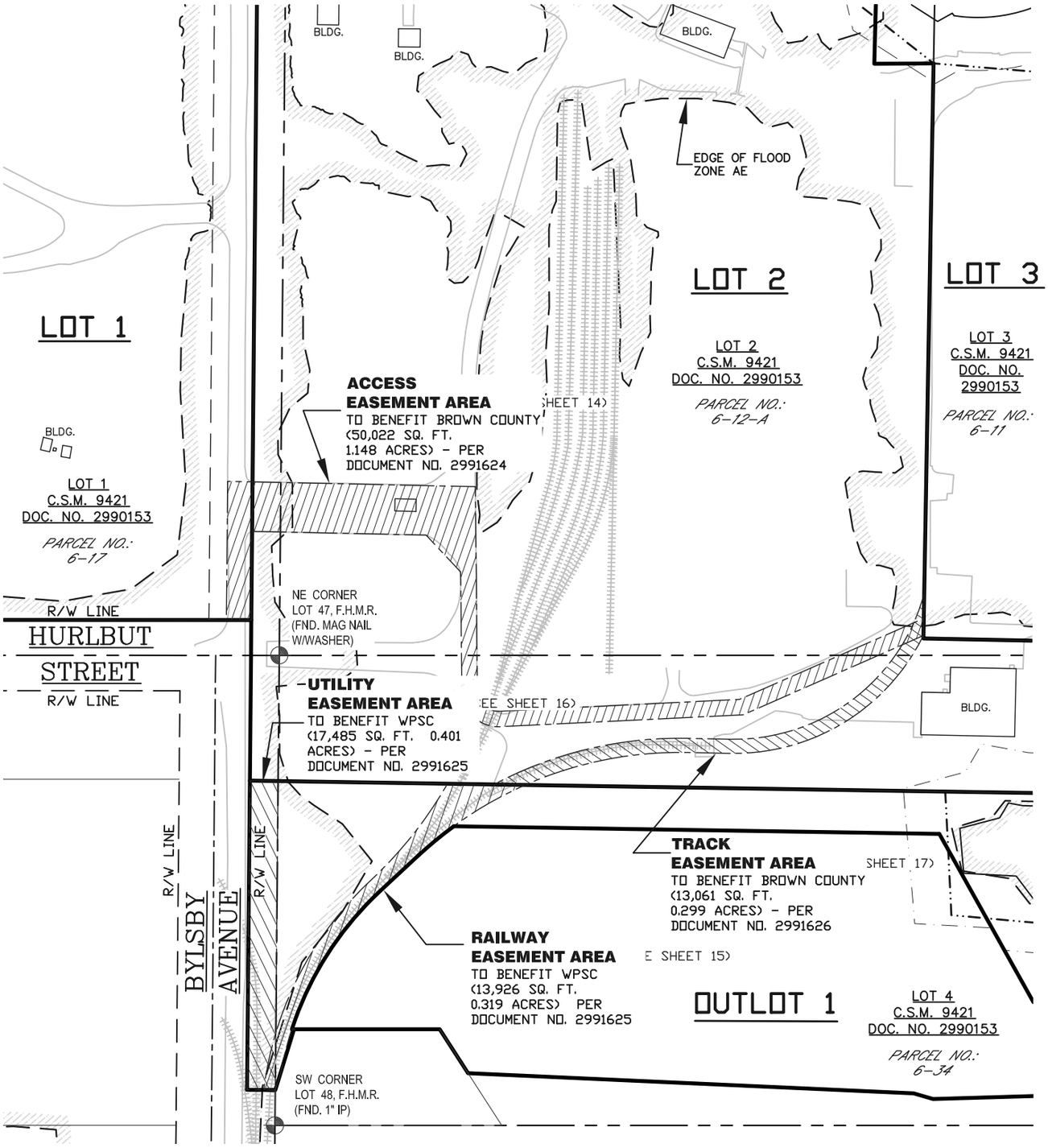
(EXISTING EASEMENT DETAIL)



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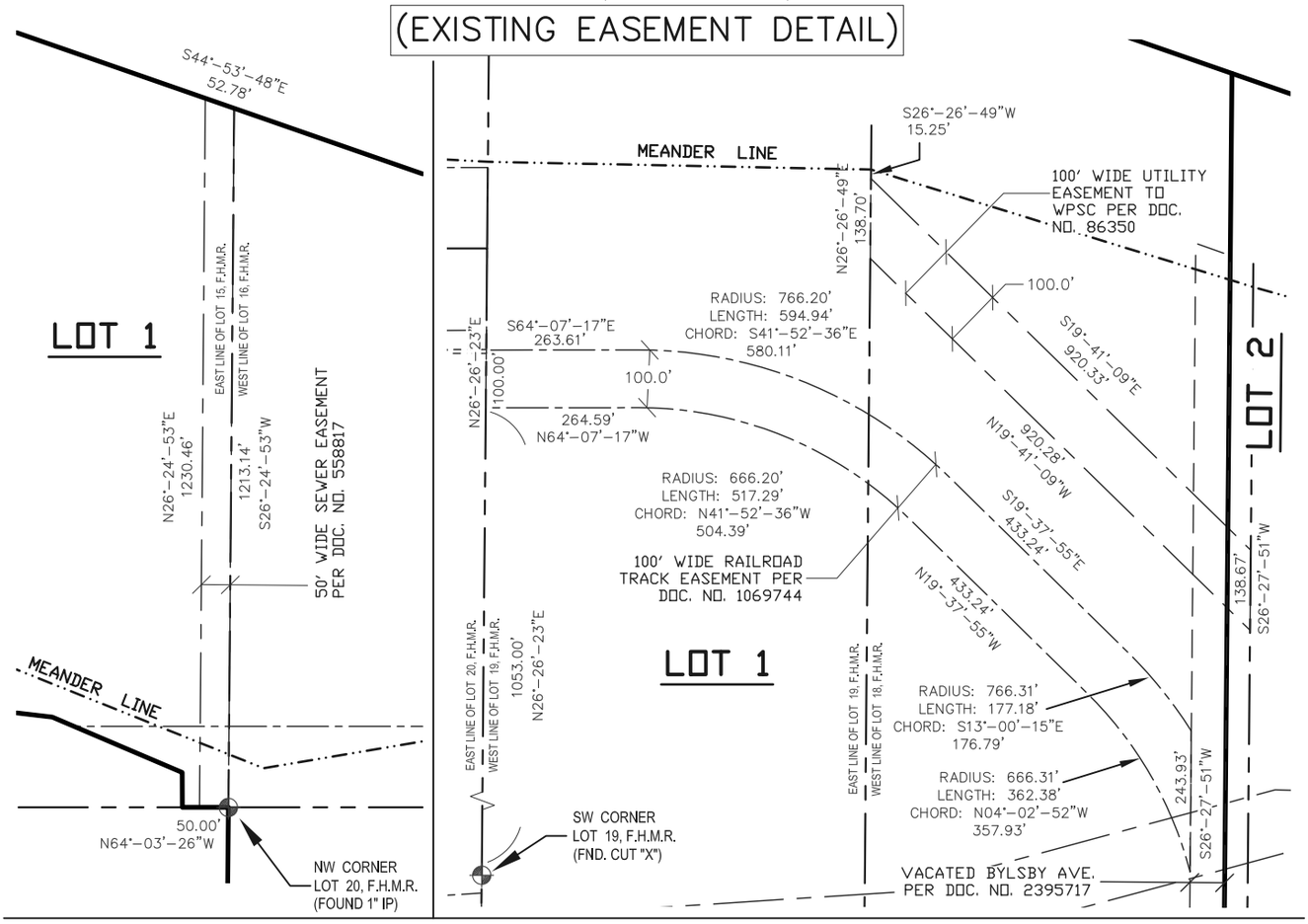

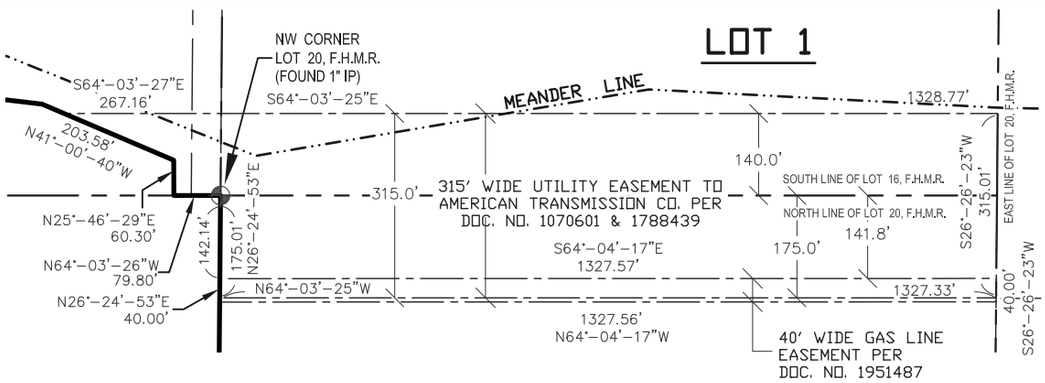

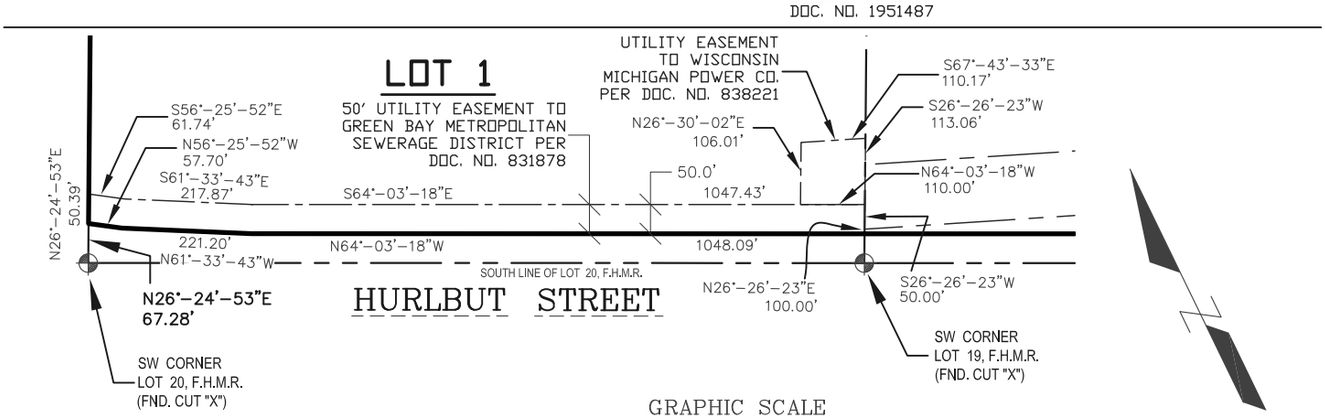

GRAPHIC SCALE
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0 150 150 600

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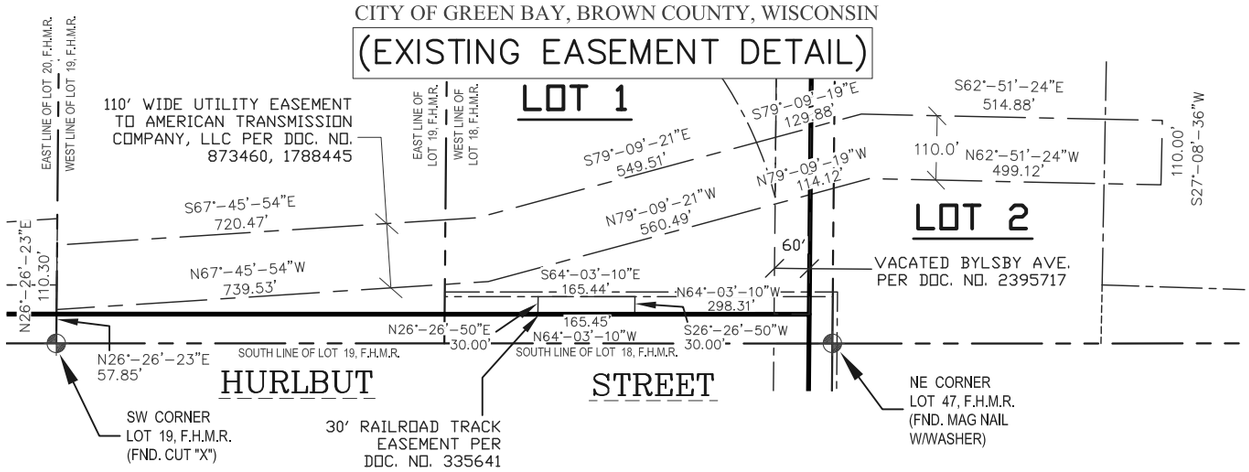

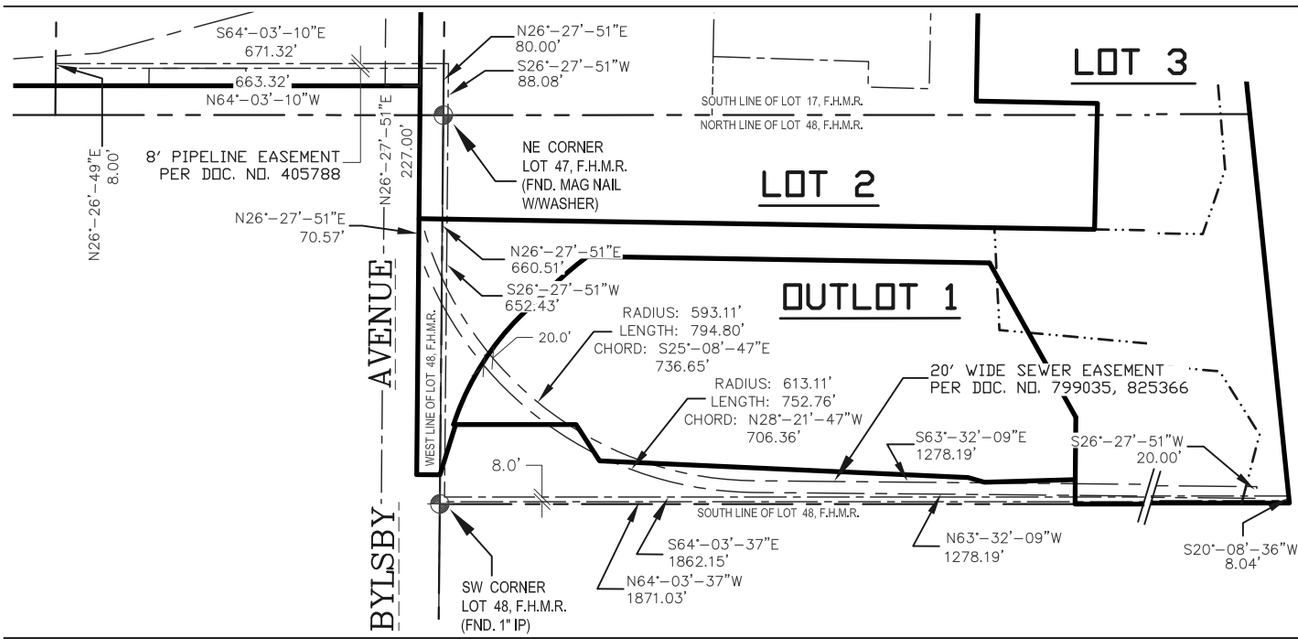

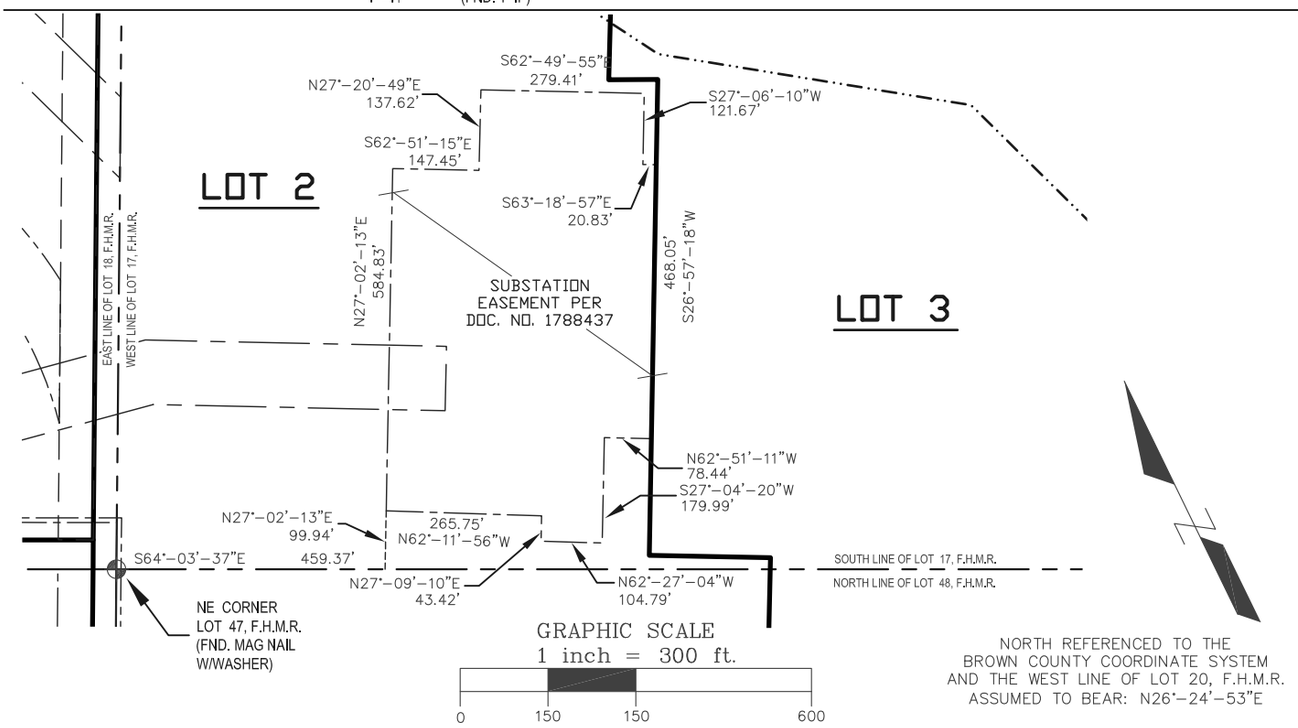

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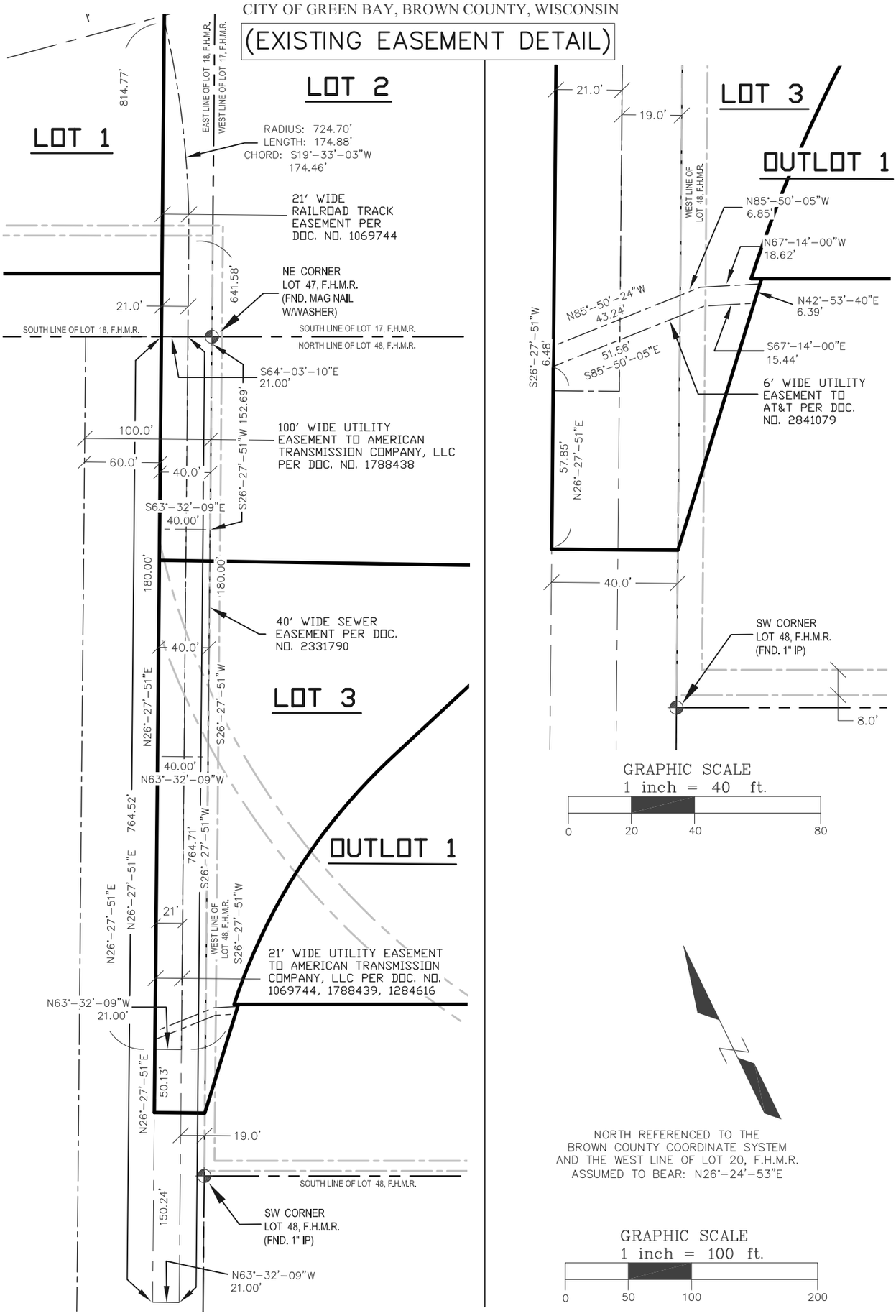
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

(EXISTING EASEMENT DETAIL)

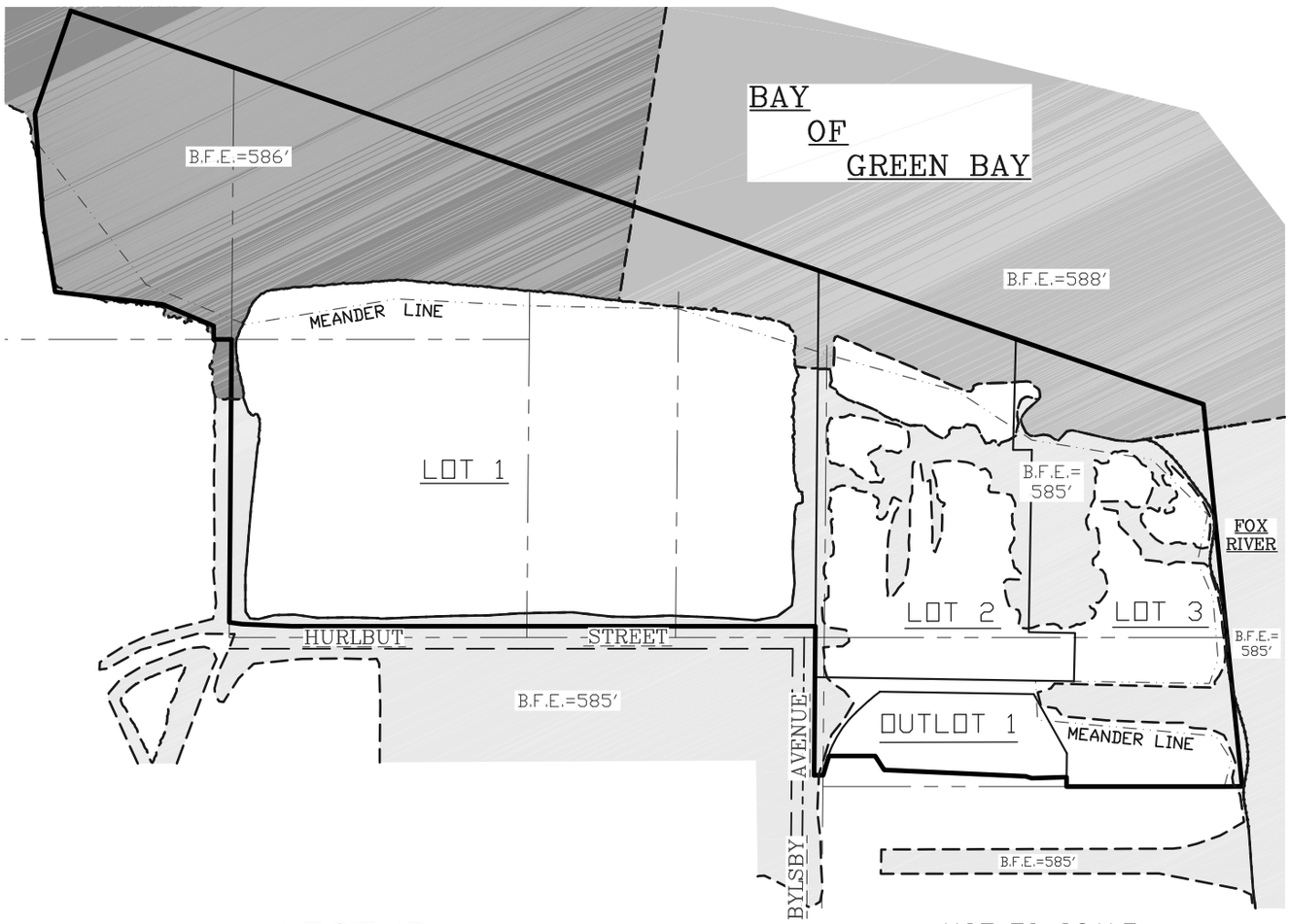


MERIDIAN SURVEYING, LLC
N9637 Friendship Drive
Kaukauna, WI 54130
Office: 920-993-0881
Fax: 920-273-6037

DRAWN BY: J.D.	FIELD WORK DATE: 3-19-21	SURVEYED FOR: WISCONSIN PUBLIC SERVICE 2830 S. ASHLAND AVENUE GREEN BAY, WI 54307 920-433-1845
CHECKED BY: S.C.D.	FIELD BOOK: M-50, PG. 66	
JOB NO.: 14479	SHEET 12 OF 25	

CERTIFIED SURVEY MAP

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF
LOTS 15, 16, 17, 18, 19, & 48, FORT HOWARD MILITARY RESERVE,
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



—LEGEND—

B.F.E. = BASE FLOOD ELEVATION

—NOT TO SCALE—

FEMA FIRM NO. 55009C0167G INDICATES SEVERAL BASE FLOOD ELEVATIONS THROUGHOUT THE SUBJECT PROPERTY. WHERE APPLICABLE,

ORDINARY HIGH WATER ELEVATION = 96.21' (CITY DATUM), 580.00' (NGVD)

NATIONAL GEODETIC VERTICAL DATUM (NGVD) = GB + 483.79'
INTERNATIONAL GREAT LAKES DATUM (IGLD) = GB + 482.55'

ELEVATIONS ARE BASED ON CITY OF GREEN BAY DATUM

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

NORTH REFERENCED TO THE
BROWN COUNTY COORDINATE SYSTEM
AND THE WEST LINE OF LOT 20, F.H.M.R.
ASSUMED TO BEAR: N26°-24'-53"E

MERIDIAN
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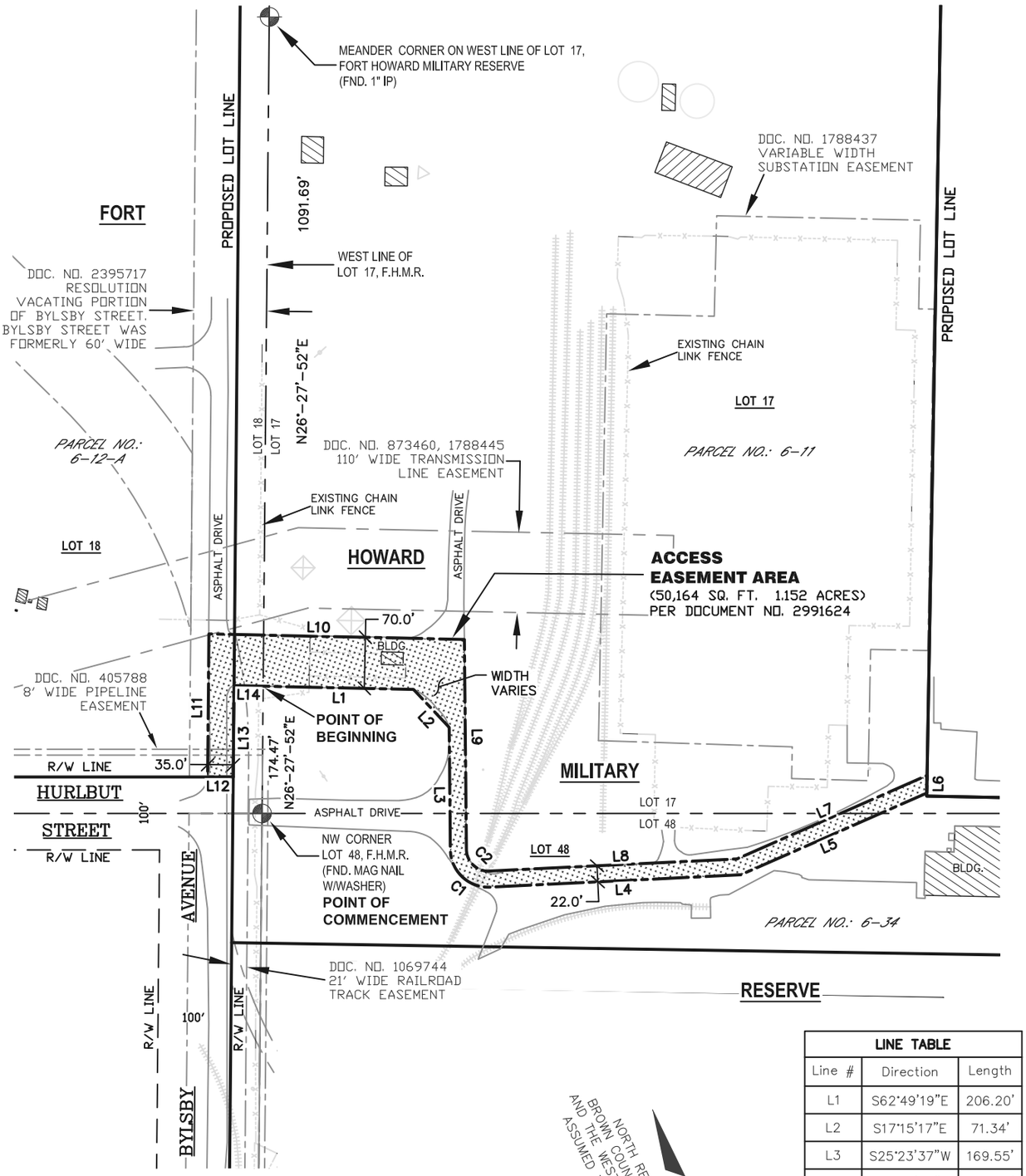
JOB NO.: 14479	SHEET 13 OF 25

SURVEYED FOR:
WISCONSIN PUBLIC SERVICE
2830 S. ASHLAND AVENUE
GREEN BAY, WI 54307
920-433-1845

CERTIFIED SURVEY MAP

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF
LOTS 15, 16, 17, 18, 19, & 48, FORT HOWARD MILITARY RESERVE,
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



—LEGEND—

= COUNTY MONUMENT FOUND

= EASEMENT AREA

= RAILROAD TRACK

GRAPHIC SCALE
1 inch = 200 ft.

0 100 200 400

LINE TABLE		
Line #	Direction	Length
L1	S62°49'19"E	206.20'
L2	S17°15'17"E	71.34'
L3	S25°23'37"W	169.55'
L4	S66°51'59"E	345.96'
L5	S87°46'16"E	278.59'
L6	N26°57'18"E	24.22'
L7	N87°46'16"W	284.66'
L8	N66°51'59"W	341.90'
L9	N25°23'37"E	289.37'
L10	N62°49'19"W	350.26'
L11	S26°27'54"W	196.09'
L12	S64°03'10"E	35.00'
L13	N26°27'54"E	125.33'
L14	S62°49'19"E	40.00'

CURVE TABLE					
Curve #	Radius	Length	Delta	Chord	Dist.
C1	52.00'	79.61	087°43'10"	S20°43'58"E	72.06'
C2	30.06'	44.69	085°11'24"	N20°13'40"W	40.69'

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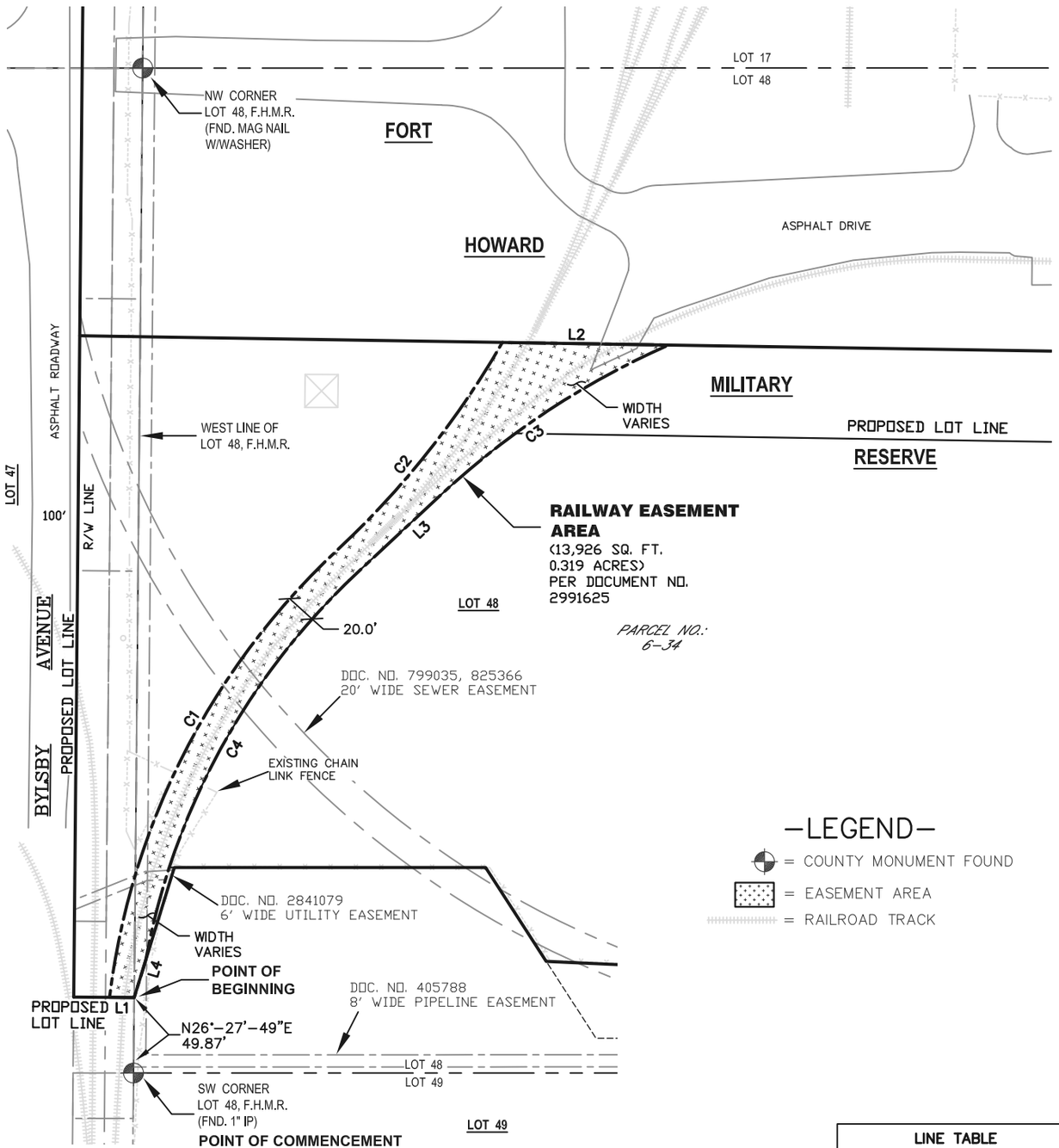
CHECKED BY: S.C.D.	FIELD BOOK: M-50, PG. 66
JOB NO.: 14479	SHEET 14 OF 25

SURVEYED FOR:
WISCONSIN PUBLIC SERVICE
2830 S. ASHLAND AVENUE
GREEN BAY, WI 54307
920-433-1845

CERTIFIED SURVEY MAP

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF
LOTS 15, 16, 17, 18, 19, & 48, FORT HOWARD MILITARY RESERVE,
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



—LEGEND—

= COUNTY MONUMENT FOUND

= EASEMENT AREA

= RAILROAD TRACK

LINE TABLE		
Line #	Direction	Length
L1	N63°32'09"W	16.34'
L2	S63°08'53"E	109.88'
L3	S73°00'22"W	74.13'
L4	S43°05'31"W	25.90'

CURVE TABLE					
Curve #	Radius	Length	Delta	Chord	Dist.
C1	485.09'	339.26	040°04'15"	N52°58'15"E	332.38'
C2	587.77'	175.64	017°07'19"	N64°26'49"E	174.99'
C3	542.65'	181.52	019°09'57"	S82°35'15"W	180.68'
C4	465.09'	297.91	036°42'03"	S54°39'21"W	292.85'

NORTH REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM AND THE WEST LINE OF LOT 20, F.H.M.R. ASSUMED TO BEAR: N26°-24'-53"E

GRAPHIC SCALE
1 inch = 100 ft.

0 50 100 200

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DRAWN BY: J.D.
CHECKED BY: S.C.D.
JOB NO.: 14479

FIELD WORK DATE: 3-19-21
FIELD BOOK: M-50, PG. 66
SHEET 15 OF 25

SURVEYED FOR:
WISCONSIN PUBLIC SERVICE
2830 S. ASHLAND AVENUE
GREEN BAY, WI 54307
920-433-1845

CERTIFIED SURVEY MAP

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF
LOTS 15, 16, 17, 18, 19, & 48, FORT HOWARD MILITARY RESERVE,
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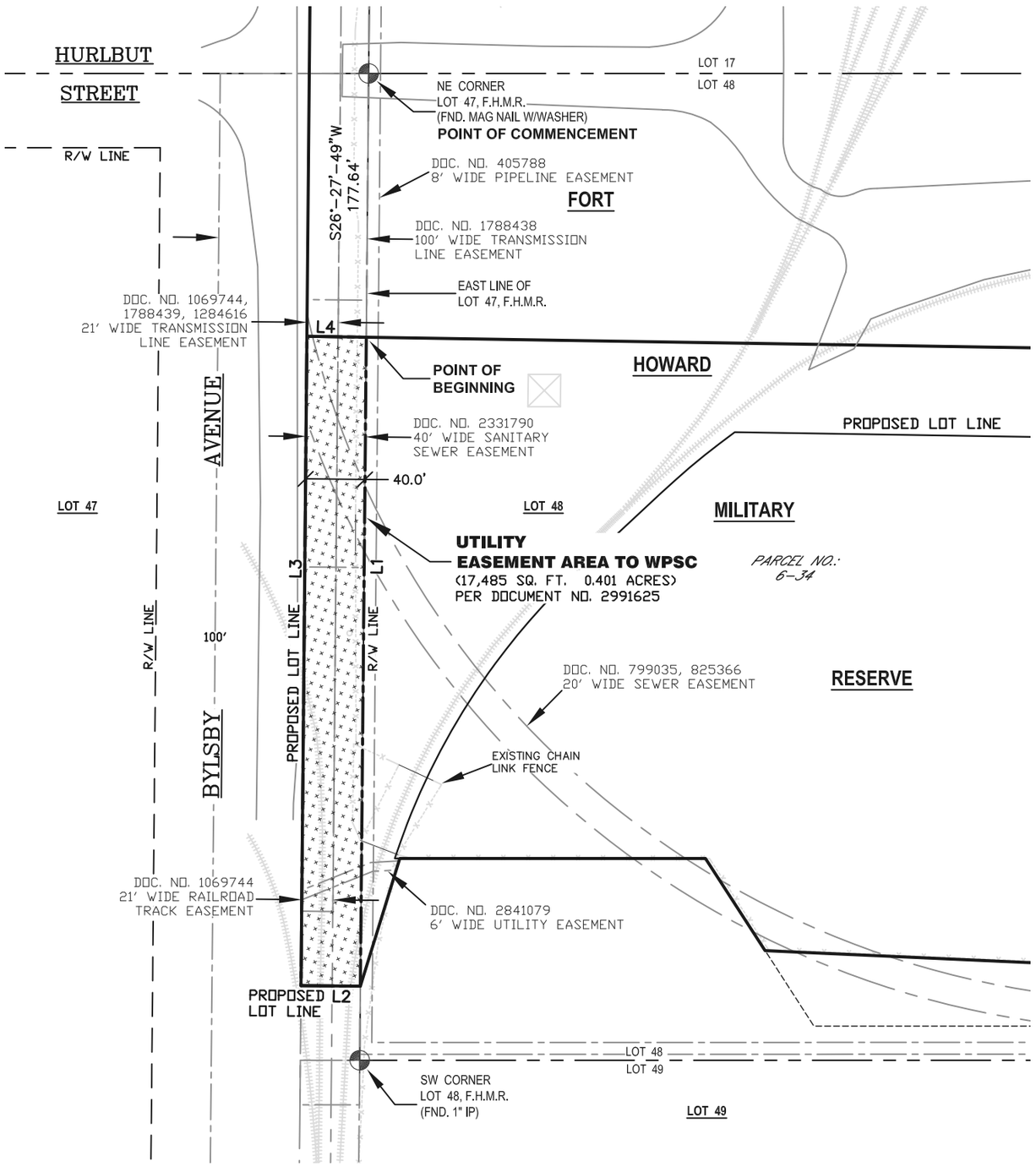

—LEGEND—

= COUNTY MONUMENT FOUND

= EASEMENT AREA

= RAILROAD TRACK

NORTH REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM AND THE WEST LINE OF LOT 20, F.H.M.R. ASSUMED TO BEAR: N26°-24'-53"E

GRAPHIC SCALE
1 inch = 100 ft.

0 50 100 200

LINE TABLE		
Line #	Direction	Length
L1	S26°27'51"W	437.00'
L2	N63°32'09"W	40.00'
L3	N26°27'51"E	437.27'
L4	S63°08'53"E	40.00'

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FIELD WORK DATE: 3-19-21
FIELD BOOK: M-50, PG. 66
SHEET 16 OF 25

SURVEYED FOR:
WISCONSIN PUBLIC SERVICE
2830 S. ASHLAND AVENUE
GREEN BAY, WI 54307
920-433-1845

CERTIFIED SURVEY MAP

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF
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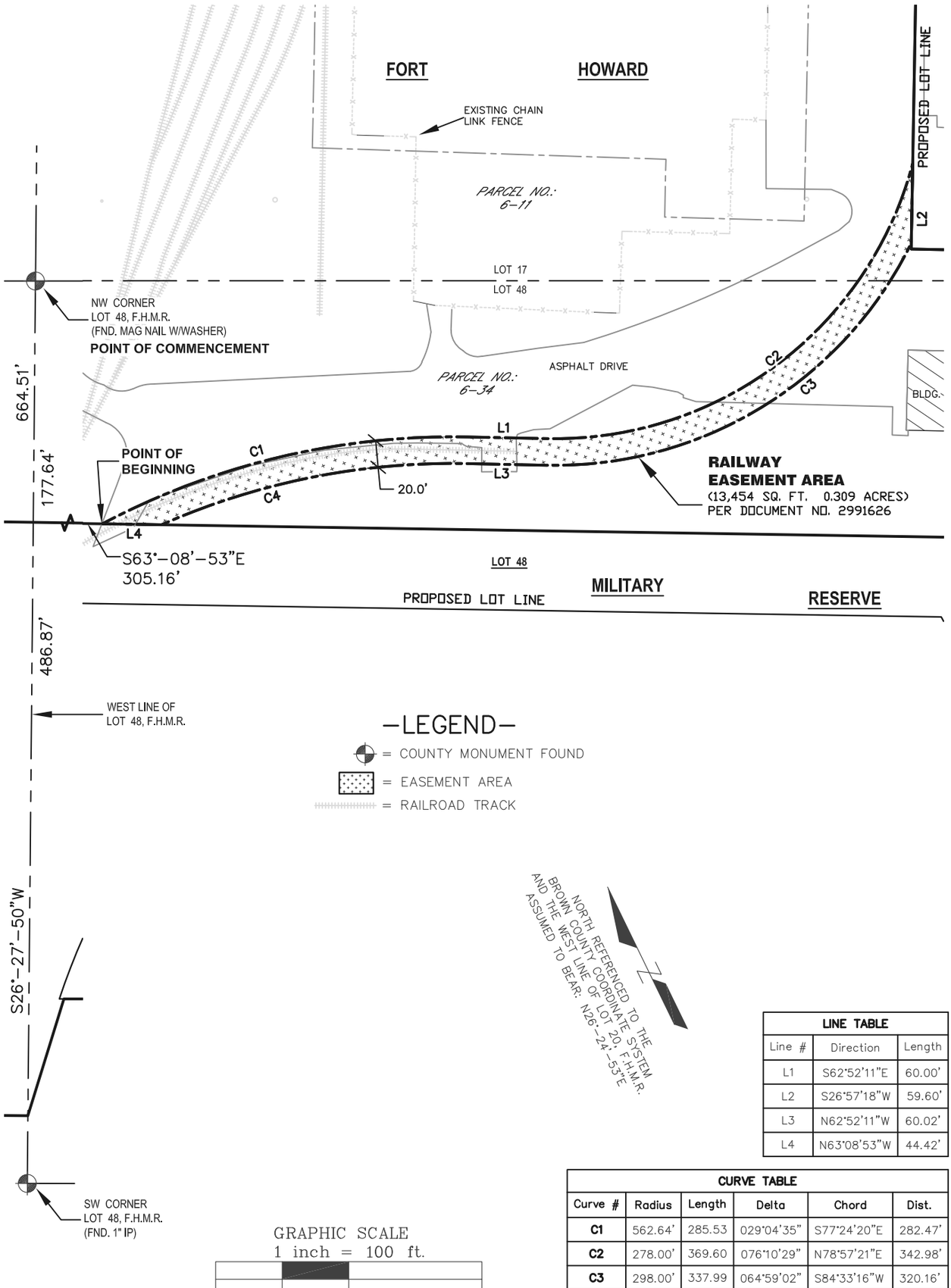

LINE TABLE		
Line #	Direction	Length
L1	S62°52'11"E	60.00'
L2	S26°57'18"W	59.60'
L3	N62°52'11"W	60.02'
L4	N63°08'53"W	44.42'

CURVE TABLE					
Curve #	Radius	Length	Delta	Chord	Dist.
C1	562.64'	285.53	029°04'35"	S77°24'20"E	282.47'
C2	278.00'	369.60	076°10'29"	N78°57'21"E	342.98'
C3	298.00'	337.99	064°59'02"	S84°33'16"W	320.16'
C4	542.64'	236.42	024°57'44"	N75°20'55"W	234.55'

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DRAWN BY: J.D.	FIELD WORK DATE: 3-19-21
CHECKED BY: S.C.D.	FIELD BOOK: M-50, PG. 66
JOB NO.: 14479	SHEET 17 OF 25

SURVEYED FOR:
WISCONSIN PUBLIC SERVICE
2830 S. ASHLAND AVENUE
GREEN BAY, WI 54307
920-433-1845

CERTIFIED SURVEY MAP

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF
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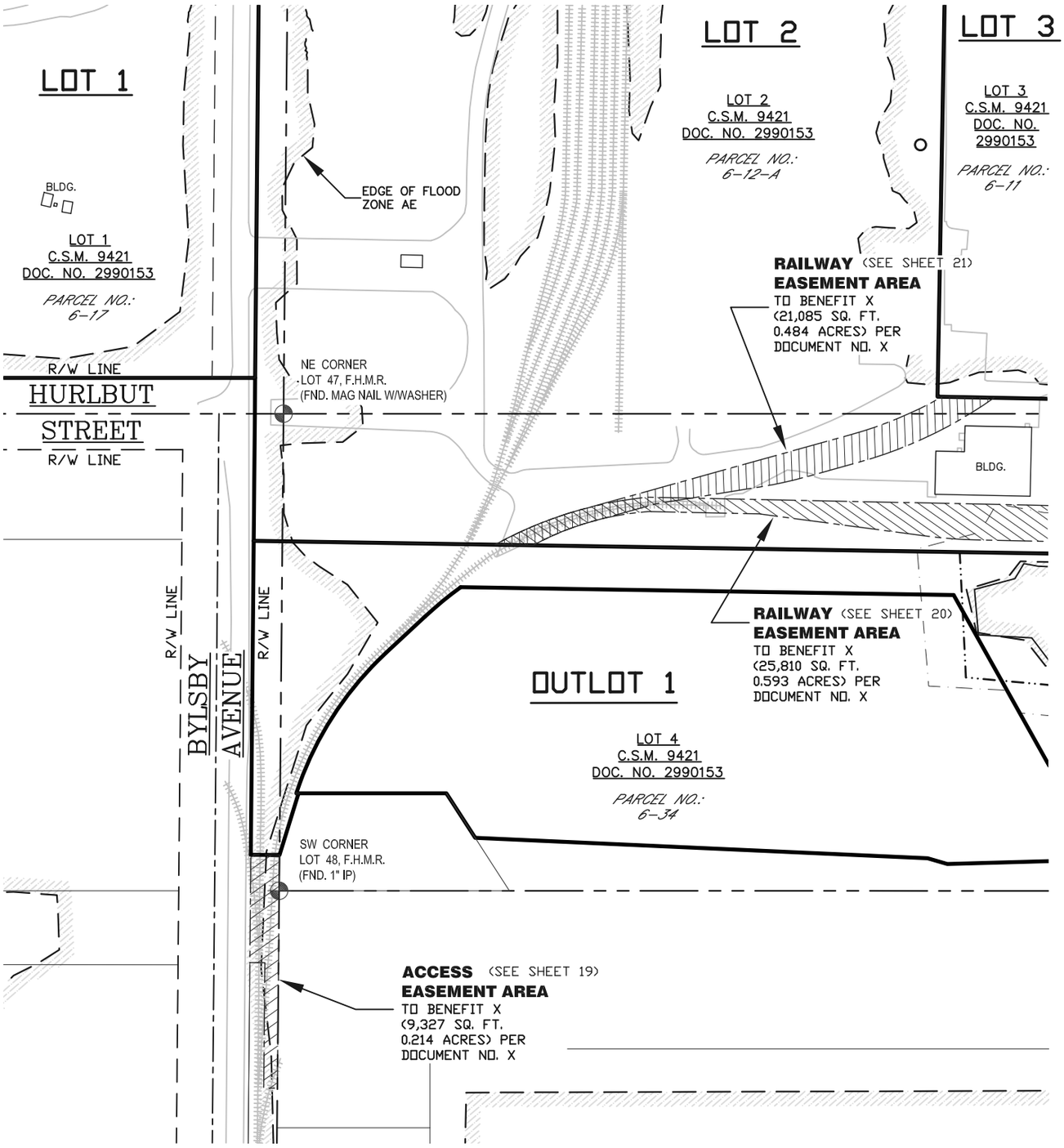
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



GRAPHIC SCALE
1 inch = 200 ft.

0 100 200 400

NORTH REFERENCED TO THE
BROWN COUNTY COORDINATE SYSTEM
AND THE WEST LINE OF LOT 20, F.H.M.R.
ASSUMED TO BEAR: N26°-24'-53"E

-LEGEND-

- = 1" X 18" IRON PIPE SET (1.130 LB./FT.)
- = 1" IRON PIPE FOUND
- = 3/4" REBAR FOUND
- = 1" ROD FOUND
- = COUNTY MONUMENT FOUND
- ( ) = RECORDED INFORMATION
- = TRANSMISSION TOWER
- = WETLAND PER BROWN COUNTY GIS DATA

MERIDIAN
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CHECKED BY: S.C.D.	FIELD BOOK: M-50, PG. 66
JOB NO.: 14479	SHEET 18 OF 25

SURVEYED FOR:
WISCONSIN PUBLIC SERVICE
2830 S. ASHLAND AVENUE
GREEN BAY, WI 54307
920-433-1845

CERTIFIED SURVEY MAP

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF
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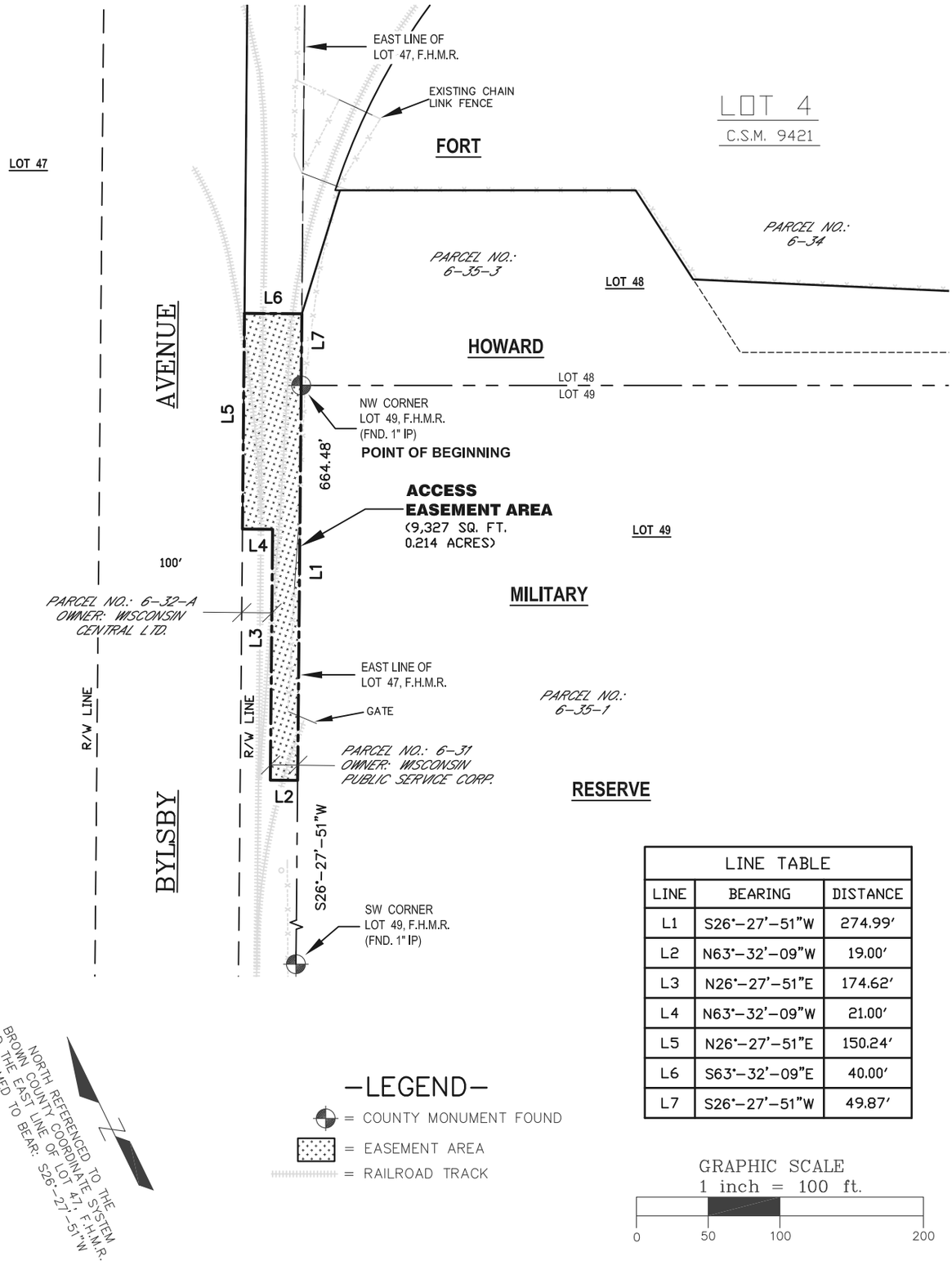
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S26°-27'-51"W	274.99'
L2	N63°-32'-09"W	19.00'
L3	N26°-27'-51"E	174.62'
L4	N63°-32'-09"W	21.00'
L5	N26°-27'-51"E	150.24'
L6	S63°-32'-09"E	40.00'
L7	S26°-27'-51"W	49.87'

NORTH REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM AND THE EAST LINE OF LOT 47, F.H.M.R. ASSUMED TO BEAR: S26°-27'-51"W

-LEGEND-

= COUNTY MONUMENT FOUND

= EASEMENT AREA

= RAILROAD TRACK

GRAPHIC SCALE
1 inch = 100 ft.

0 50 100 200

MERIDIAN SURVEYING, LLC
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Kaukauna, WI 54130 Fax: 920-273-6037

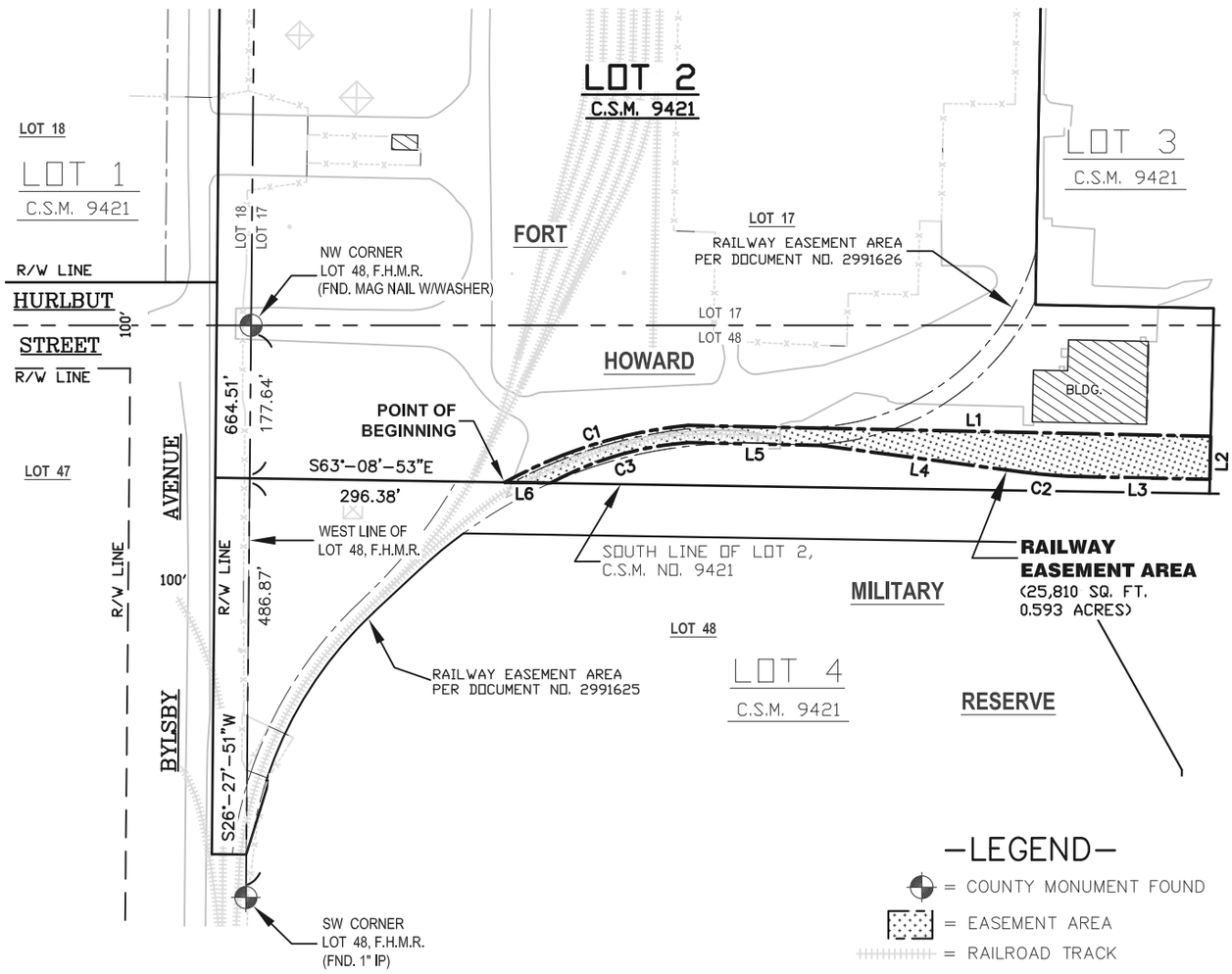
DRAWN BY: J.D.
CHECKED BY: S.C.D.
JOB NO.: 14479

FIELD WORK DATE: 3-19-21
FIELD BOOK: M-50, PG. 66
SHEET 19 OF 25

SURVEYED FOR:
WISCONSIN PUBLIC SERVICE
2830 S. ASHLAND AVENUE
GREEN BAY, WI 54307
920-433-1845

CERTIFIED SURVEY MAP

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF
LOTS 15, 16, 17, 18, 19, & 48, FORT HOWARD MILITARY RESERVE,
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



NORTH REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM AND THE WEST LINE OF LOT 48, F.H.M.R. ASSUMED TO BEAR: S26°-27'-51"W

GRAPHIC SCALE
1 inch = 200 ft.

0 100 200 400

EASEMENT CURVE TABLE

Curve #	LENGTH	RADIUS	DELTA	CHORD DIR	CHORD LENGTH
C1	224.46'	551.68'	23°18'42"	S81°19'28"E	222.91
C2	68.13'	613.80'	6°21'35"	N59°41'01"W	68.10
C3	168.49'	392.83'	24°34'28"	N80°22'49"W	167.20

EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
L1	607.45'	S62°51'48"E
L2	50.00'	S27°15'21"W
L3	149.00'	N62°51'48"W
L4	236.73'	N56°30'13"W
L5	153.88'	N62°51'48"W
L6	53.20'	N63°08'53"W

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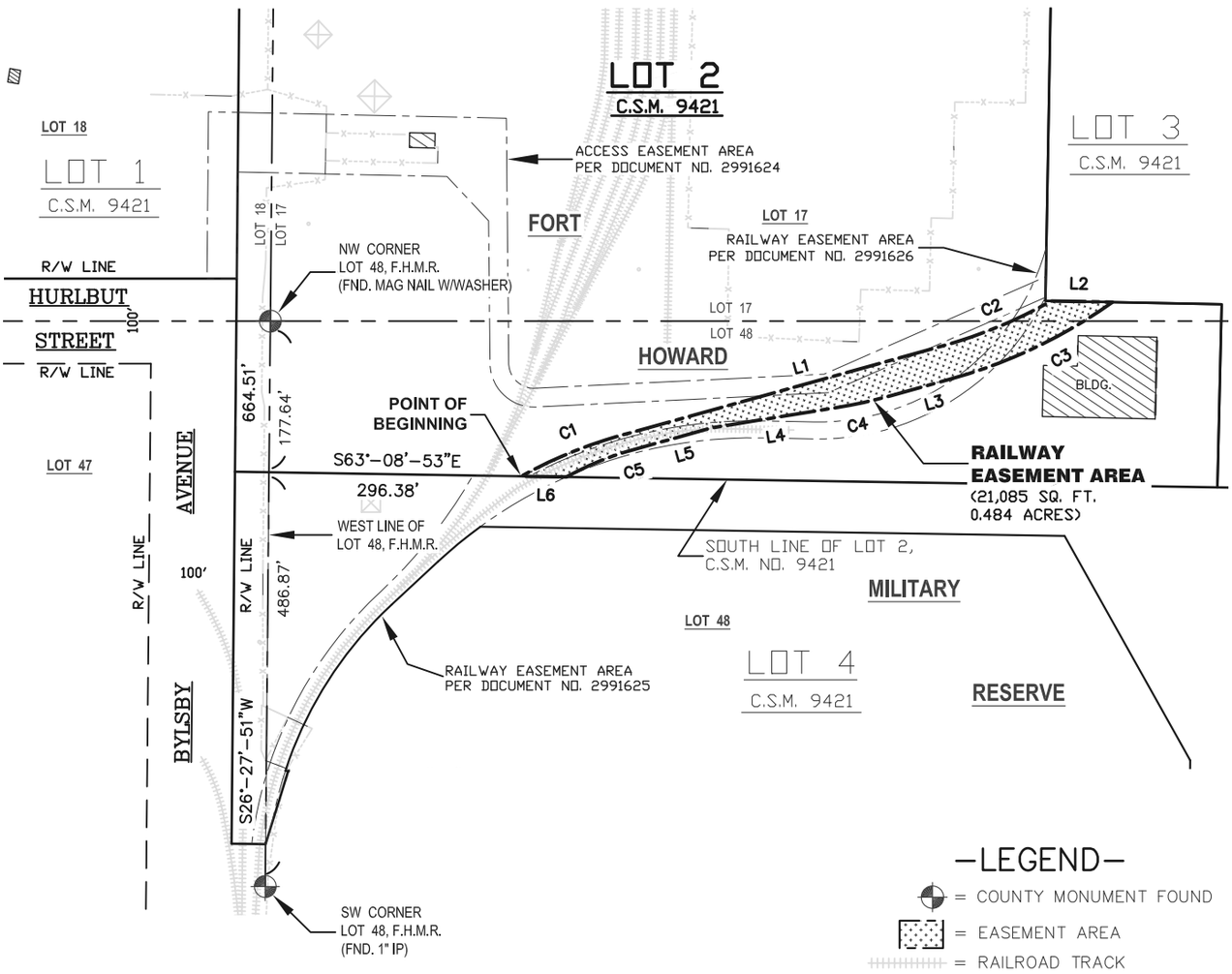
DRAWN BY: J.D.
CHECKED BY: S.C.D.
JOB NO.: 14479
FIELD WORK DATE: N/A
FIELD BOOK: M-50, PG. 66
SHEET 20 OF 25

SURVEYED FOR:
WISCONSIN PUBLIC SERVICE
2830 S. ASHLAND AVENUE
GREEN BAY, WI 54307
920-433-1845

CERTIFIED SURVEY MAP

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF
LOTS 15, 16, 17, 18, 19, & 48, FORT HOWARD MILITARY RESERVE,
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



GRAPHIC SCALE
1 inch = 200 ft.

0 100 200 400

NORTH REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM AND THE WEST LINE OF LOT 48, F.H.M.R. ASSUMED TO BEAR: S26°-27'-51"W

EASEMENT CURVE TABLE

Curve #	LENGTH	RADIUS	DELTA	CHORD DIR	CHORD LENGTH
C1	143.73'	551.55'	14°55'51"	S85°31'03"E	143.32
C2	137.51'	563.69'	13°58'37"	S86°35'58"E	137.17
C3	209.44'	603.69'	19°52'42"	N89°33'00"W	208.40
C4	64.79'	583.69'	6°21'35"	N76°25'52"W	64.76
C5	92.04'	363.72'	14°29'58"	N85°45'19"W	91.80

EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
L1	376.90'	S79°36'40"E
L2	72.16'	S62°55'28"E
L3	75.95'	N79°36'40"W
L4	148.13'	N73°15'05"W
L5	89.35'	N79°36'40"W
L6	53.20'	N63°08'53"W

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DRAWN BY: J.D.
CHECKED BY: S.C.D.
JOB NO.: 14479
FIELD WORK DATE: N/A
FIELD BOOK: M-50, PG. 66
SHEET 21 OF 25

SURVEYED FOR:
WISCONSIN PUBLIC SERVICE
2830 S. ASHLAND AVENUE
GREEN BAY, WI 54307
920-433-1845

STATE OF WISCONSIN) SS
BROWN COUNTY)

CERTIFIED SURVEY MAP NO. _____

SURVEYOR'S CERTIFICATE:

I, Steven C. De Jong, Wisconsin Professional Land Surveyor of Meridian Surveying, LLC., certify that I surveyed, divided and mapped under the direction of Joseph Lett, representative for Wisconsin Public Service Corporation, a parcel of land being all of Lots One (1), Two (2), Three (3) and Four (4) of Certified Survey Map No. 9421 as recorded as Document No. 2990153, and also a part of Lots Fifteen (15), Sixteen (16) Seventeen (17), Eighteen (18), Nineteen (19), and Forty-Eight (48), all in the Fort Howard Military Reserve, City of Green Bay, Brown County, Wisconsin containing 9,858,460 square feet (226.319 acres) of land and being described by:

Commencing at the Southwest Corner of said Lot 20; thence N26°-24'-53"E 67.28 feet along the west line of said Lot 20 to a point on the north line of Hurlbut Street and the point of beginning; thence continue N26°-24'-53"E 1261.61 feet along said west line of Lot 20 to the Northwest Corner thereof; thence N64°-03'-26"W 79.80 feet along the south line of said Lot 15 to a point on the east line of C.S.M. No. 8553 as recorded in Volume 60 on Page 231; thence N25°-46'-29"E 60.30 feet along said east line of said C.S.M. No. 8553 to the northeast corner thereof; thence N41°-00'-40"W 244.56 feet along the north line of said C.S.M. No. 8553; thence N57°-25'-15"W 484.98 feet along the north line of said C.S.M. No. 8553 to a point on the east line of C.S.M. No. 3994 as recorded in Volume 23 on Page 214; thence N16°-41'-36"E 347.01 feet along the east line of said C.S.M. No. 3994; thence N21°-37'-07"E 453.94 feet along the east line of said C.S.M. No. 3994; thence N45°-06'-12"E 485.50 feet to a point on the U.S. Army Corps of Engineers Combined Pierhead/Bulkhead Line along Green Bay; thence S44°-53'-48"E 5346.73 feet along said Combined Pierhead/Bulkhead Line to a point on the U.S. Army Corps of Engineers Combined Pierhead/Bulkhead Line along the west side of the Fox River; thence S20°-08'-58"W 1713.04 feet along said Combined Pierhead/Bulkhead Line to a point on the south line of said Lot 48; thence N64°-04'-11"W 783.37 feet along said south line of Lot 48; thence N26°-29'-41"E 41.84 feet; thence N65°-41'-49"W 155.50 feet; thence N47°-53'-21"W 28.78 feet; thence N61°-28'-09"W 630.89 feet to a point on the east line of C.S.M. No. 4211 as recorded in Volume 26 on Page 89; thence N06°-55'-25"W 73.89 feet along the east line of said C.S.M. No. 4211 to the northeast corner thereof; thence N64°-03'-37"W 206.00 feet along the north line of said C.S.M. No. 4211 to the northwest corner thereof; thence S43°-05'-31"W 90.00 feet along the west line of said C.S.M. No. 4211 to a point on the east line of said Lot 47; thence N63°-32'-09"W 40.00 feet to a point on the east line of Bilsby Avenue; thence N26°-27'-51"E 614.28 feet along said east line of Bilsby Avenue to a point on the south line of said Lot 18; thence continue N26°-27'-51"E 50.00 feet along said east line of Bilsby Avenue to a point on the north line of Hurlbut Street; thence N64°-03'-10"W 623.75 feet along said north line of Hurlbut Street to a point on the east line of said Lot 19; thence N64°-03'-23"W 663.54 feet along said north line of Hurlbut Street to a point on the east line of said Lot 20; thence N64°-03'-18"W 1048.09 feet along said north line of Hurlbut Street; thence N61°-33'-43"W 221.20 feet along said north line of Hurlbut Street; thence N56°-25'-52"W 57.70 feet along said north line of Hurlbut Street to the point of beginning. Being subject to any and all easements and restrictions of record.

That such is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Land Subdivision Ordinance Section 14.403 of the City of Green Bay in surveying, dividing and mapping the same.

Dated this_____day of_____, 2023

_____

Wisconsin Professional Land Surveyor, S-2791
Steven C. De Jong

STATE OF WISCONSIN) SS
BROWN COUNTY)

CERTIFIED SURVEY MAP NO. _____

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF LOTS 15, 16, 17, 18, 19, & 48, FORT HOWARD MILITARY RESERVE, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

Survey Notes:

- This survey is contained wholly within Parcel No's. 6-11, 6-12-A, 6-17, & 6-34
- This survey is contained wholly within Document No. 2115448, Vol. 173 Page 266, Vol. 816 Page 631, Vol. 880 Page 69, Vol. 817 Page 261, Vol. 817 Page 263, Vol. 882 Page 18, Vol. 852 Page 237, Vol. 254 Page 580, Vol. 1054 Page 341, Vol. 817 Page 263, Vol. 374 Page 544, Vol. 842 Page 135, Vol. 852 Page 239, Vol. 894 Page 117, Vol. 843 Page 88, Vol. 173 Page 185, Vol. 229 Page 236, Document No. 2395717, & Vol. 176 Page 32
- Owners of Record: Wisconsin Public Service Corporation & Brown County
- City zoning and building approvals are required prior to commencing construction of buildings, structures, drives, or parking areas, and may also be required prior to commencing grading, excavation, filling, or other land disturbing activity.
- Edge of water of as depicted on this map was field located on January 7, 2019 unless otherwise noted.
- Lands within this Certified Survey Map contain multiple Environmentally Sensitive Areas (ESA's). Consult Brown County and the Wisconsin Department of Natural Resources for concurrence of the locations of any ESA's prior to development.
- Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- The land on all side and rear lot lines of all lots shall be graded by the subdivider and maintained by the property owner to provide for adequate drainage of surface water.
- Maintenance of any existent drainage swales, retention and detention ponds, drainage easements, or other drainage facilities are to be maintained by the owner of the parcel in which said features are located.
- The purpose of this CSM is to correct an erroneous location of the combined pierhead/bulkhead line as depicted on previously recorded CSM No. 9421 with addition to the reconfiguration of Lots 2, 3, & 4.

STATE OF WISCONSIN)
BROWN COUNTY) **SS**

CERTIFIED SURVEY MAP NO. _____

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF LOTS 15, 16, 17, 18, 19, & 48, FORT HOWARD MILITARY RESERVE, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE

As owner I hereby certify that I caused the land on this Certified Survey Map to be surveyed, divided & mapped as represented on this map. I also certify that this Certified Survey Map is required to be submitted to the City of Green Bay for approval or objection.

_____
Authorized Representative
Wisconsin Public Service Corporation

NOTARY CERTIFICATE

Personally came before me this _____ day of _____ 2023.
The above owner to me is known to be the person who executed the foregoing instrument and acknowledge the same.

_____

Notary Public_____ Wisconsin.

My Commission Expires_____

OWNER'S CERTIFICATE

As owner I hereby certify that I caused the land on this Certified Survey Map to be surveyed, divided & mapped as represented on this map. I also certify that this Certified Survey Map is required to be submitted to the City of Green Bay for approval or objection.

_____
Troy Streckenbach
Brown County Executive

NOTARY CERTIFICATE

Personally came before me this _____ day of _____ 2023.
The above owner to me is known to be the person who executed the foregoing instrument and acknowledge the same.

_____

Notary Public_____ Wisconsin.

My Commission Expires_____

STATE OF WISCONSIN) SS
BROWN COUNTY)

CERTIFIED SURVEY MAP NO. _____

ALL OF LOTS 1,2,3, & 4 OF C.S.M NO. 9421, AND ALSO A PART OF LOTS 15, 16, 17, 18, 19, & 48, FORT HOWARD MILITARY RESERVE, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE

As owner I hereby certify that I caused the land on this Certified Survey Map to be surveyed, divided & mapped as represented on this map. I also certify that this Certified Survey Map is required to be submitted to the City of Green Bay for approval or objection.

_____
Patrick W. Moynihan Jr.
Brown County Clerk

NOTARY CERTIFICATE

Personally came before me this _____ day of _____ 2023.
The above owner to me is known to be the person who executed the foregoing instrument and acknowledge the same.

_____

Notary Public_____ Wisconsin.

My Commission Expires_____

CITY OF GREEN BAY PLANNING DEPARTMENT

Pursuant to the City of Green Bay Subdivision Ordinance, all requirements for approval have been fulfilled. This Certified Survey Map was approved this _____day of _____ 2023.

_____
Neil Stechschulte
Director of Development – City of Green Bay

CITY OF GREEN BAY CLERK CERTIFICATE

As Clerk of the City of Green Bay, I hereby certify that the records in our office show no unredeemed taxes and no unpaid or special assessments affecting any of the lands included in this Certified Survey Map as of the date listed below.

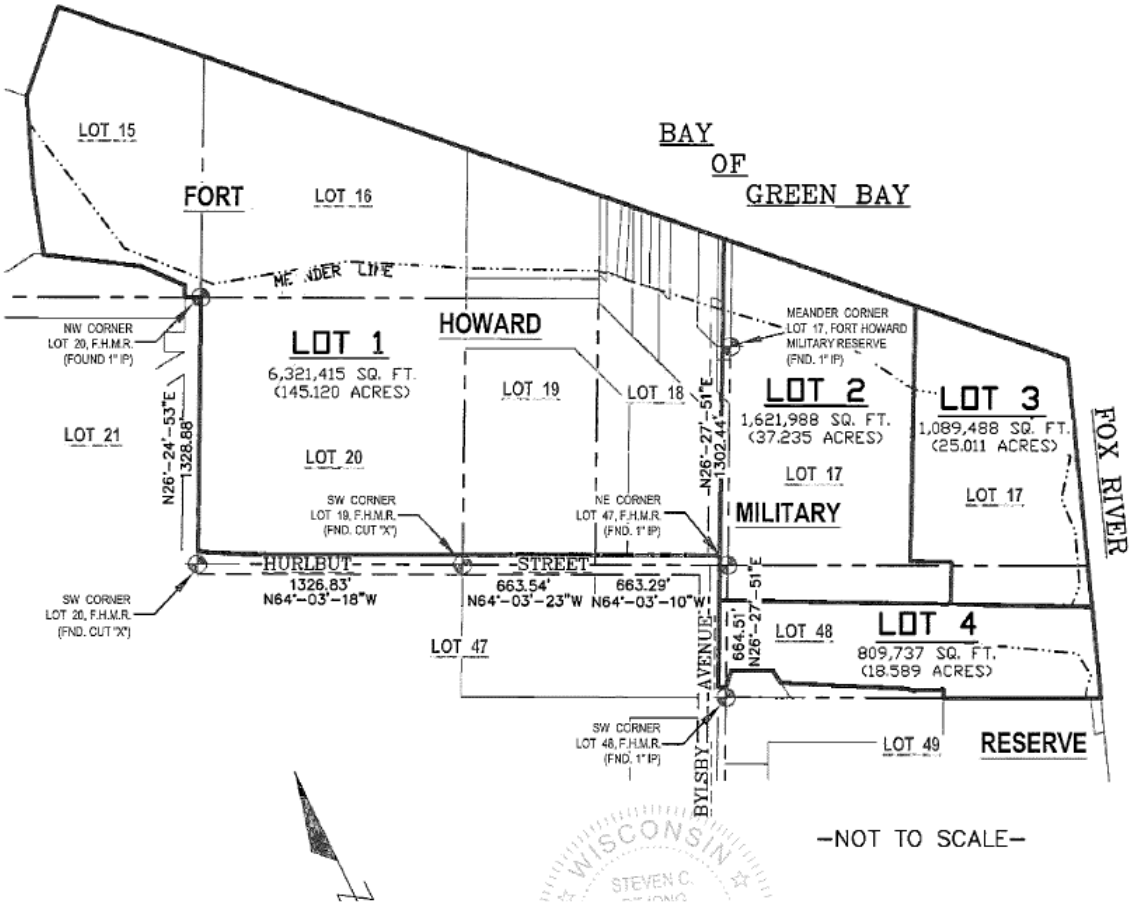
_____ _____
Celestine Jeffreys Date
Clerk – City of Green Bay

2990153

MAP# 9421
CHERYL BERKEN
BROWN COUNTY
REGISTER OF DEEDS
GREEN BAY, WI
RECORDED ON
01/03/2022 08:09 AM
REC FEE:
REC FEE: 30.00
PAGES: 21
The above recording information verifies that this document has been electronically recorded and returned to the submitter

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT'S 16 & 17, AND ALSO A PART OF LOT'S 15, 18, 19, 20, 47 & 48,
FORT HOWARD MILITARY RESERVE,
CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 1, 2023	Stephanie Hummel, Staff

AGENDA ITEM # Q.2

To approve a Planned Unit Development (PUD) at 436 South Monroe Avenue for the development of a mixed-use project, subject to the draft PUD. (Public hearing held July 24, 2023)

BACKGROUND

Primary Address: 436 S Monroe Avenue
Alderperson/District: Ald. Johnson / District 9
Reason for Request: To permit the development of a 33-unit multi-family development.

Surrounding Zoning and Land Uses:
SUBJECT: Office Residential (OR) - Undeveloped Green Space
NORTH: Office Residential (OR) - Office Building
SOUTH: General Commercial (C1) and Highway Commercial (C3) - Gas Station
EAST: Office Residential (OR) - Office Building
WEST: Office Residential (OR) - Single-, Two-, and Multi-Family Residential

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for downtown use. This PUD is consistent with this designation as it has an Office Residential base with many downtown zoning requirements incorporated into the dimensional and density provisions. If and when this neighborhood is rezoned to downtown, this PUD will fit with its surroundings.

Analysis: This request is for a proposed development of a 33-unit multi-family development with first-floor retail space and interior, first-floor parking. This development will have 16 affordable units. It will be marketed to adults with intellectual disabilities, as well as non-disabled families. Additional details can be found in the attached Project Narrative.

The draft PUD attached has base zoning of Office Residential, which is the current zoning district. With the Comprehensive Plan indicating a future use of the downtown, regulations from that zoning district were also used in the draft PUD, primarily for dimensional and parking requirements. The uses allowed generally follow the Office Residential district.

The draft PUD matches and gives "wiggle room" with their proposed site plan and elevations (attached). The staff believes the incorporation of interior parking spaces is ideal for this site given the constraints that surface parking would involve. Additionally, the staff feels a four-story building fits with the existing neighborhood, and will continue to fit as this neighborhood transitions to downtown in the future. The PUD addresses the need for articulation along the west and north facades on the ground level, requiring articulation every 40 feet.

Ald. Johnson and property owners within 200-feet have been notified of the request. We have received no objections as to the drafting of this report and two inquiries, specifically regarding how parking will be handled.

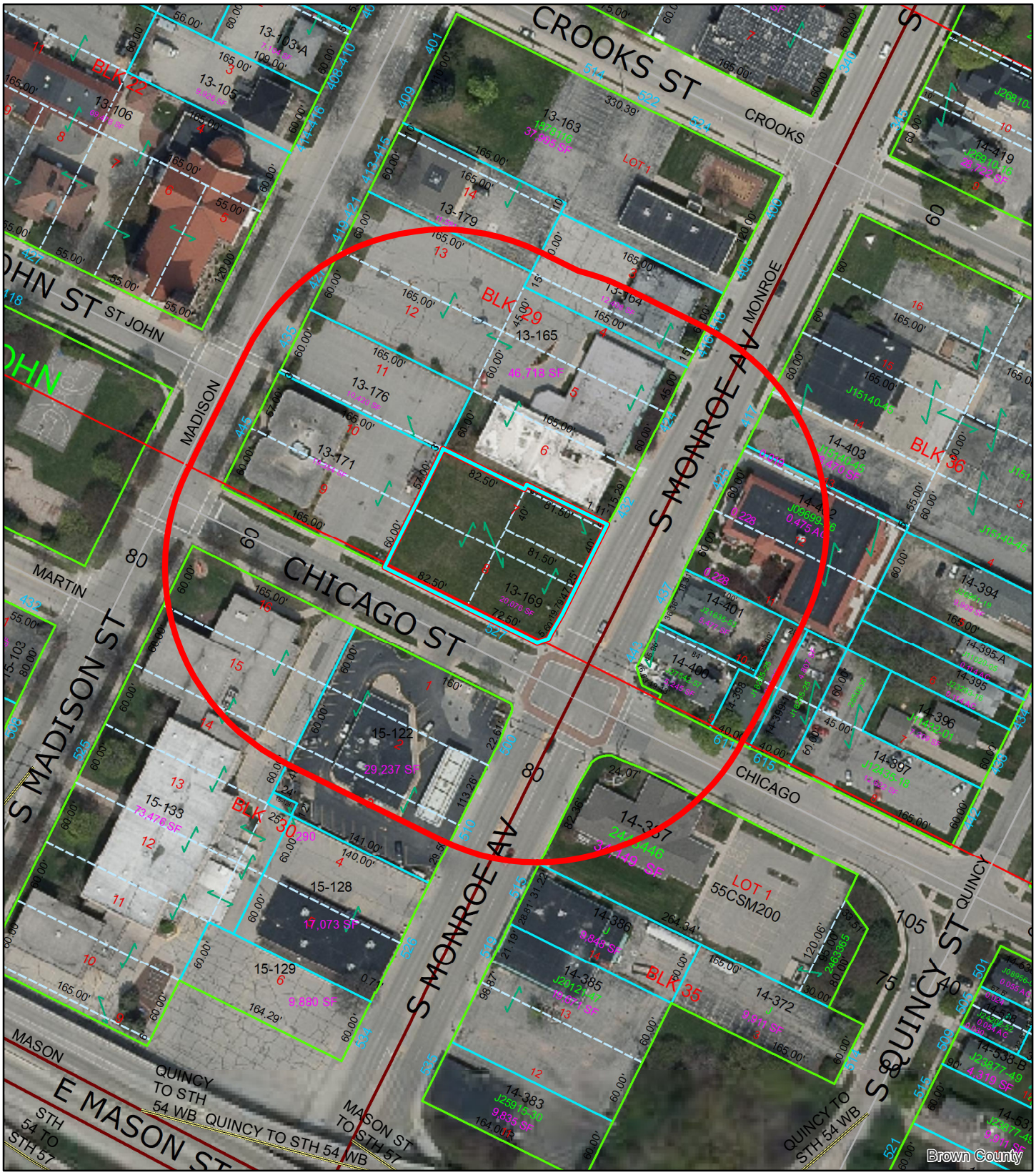
RECOMMENDATION

Approval of the request, subject to the draft PUD.

FISCAL IMPACT

ATTACHMENTS

1. ZP 23-22 Exhibit A, Location Map
2. ZP 23-22 Street View
3. ZP 23-22 Exhibit B, Site Plan
4. ZP 23-22 Exhibit C, Building Elevations
5. ZO 14-23 Draft PUD for Chicago, Monroe Apartments
6. ZP 23-22 Project Narrative
7. ZP 23-22 Application



(ZP 23-22) Planned Unit Development
436 S Monroe Avenue

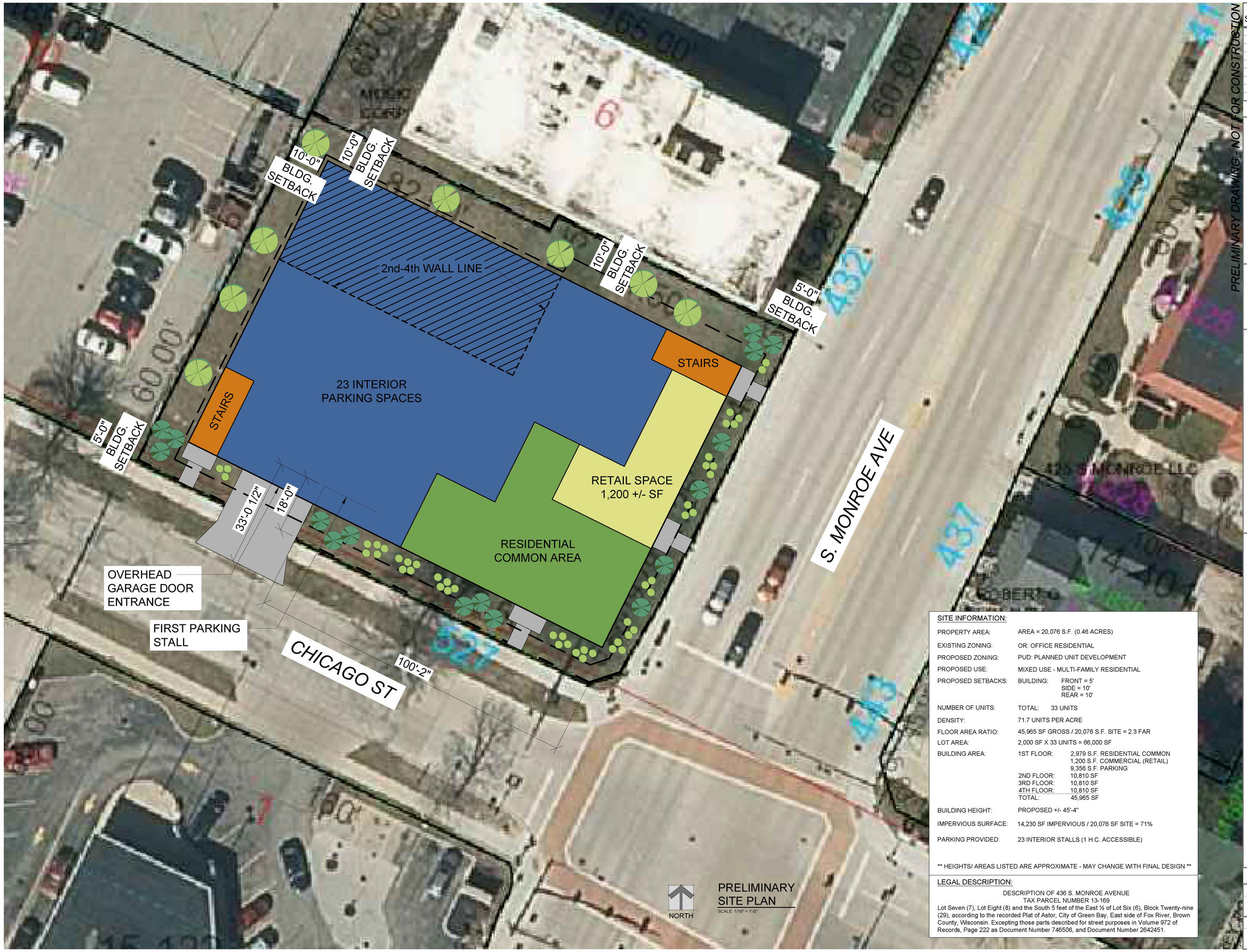
Feet
0 35 70 140
N

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only.The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 12 Jul 2023 X:\Planning\Basemaps\template_8.5x11.mxd

436 S Monroe Avenue

200-ft. Notification Area

FOR SALE
NO TURN ON RED



PRELIMINARY SITE PLAN
SCALE: 1/16" = 1'-0"

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

PRELIMINARY SHEET DATES:

M+A DESIGN, INC.
24 SOUTH BROOKE STREET
FOND du LAC, WISCONSIN 54937
l.petrie@madesigninc.net (920) 922-8170

PROPOSED APARTMENTS

436 MONROE ST.
GREEN BAY, WI 54301

SITE INFORMATION:

PROPERTY AREA:	AREA = 20,076 S.F. (0.46 ACRES)
EXISTING ZONING:	OR: OFFICE RESIDENTIAL
PROPOSED ZONING:	PUD: PLANNED UNIT DEVELOPMENT
PROPOSED USE:	MIXED USE - MULTI-FAMILY RESIDENTIAL
PROPOSED SETBACKS:	BUILDING: FRONT = 5' SIDE = 10' REAR = 10'
NUMBER OF UNITS:	TOTAL: 33 UNITS
DENSITY:	71.7 UNITS PER ACRE
FLOOR AREA RATIO:	45,965 SF GROSS / 20,076 S.F. SITE = 2.3 FAR
LOT AREA:	2,000 SF X 33 UNITS = 66,000 SF
BUILDING AREA:	1ST FLOOR: 2,979 S.F. RESIDENTIAL COMMON 1,200 S.F. COMMERCIAL (RETAIL) 9,356 S.F. PARKING 2ND FLOOR: 10,810 SF 3RD FLOOR: 10,810 SF 4TH FLOOR: 10,810 SF TOTAL: 45,965 SF
BUILDING HEIGHT:	PROPOSED +/- 45'-4"
IMPERVIOUS SURFACE:	14,230 SF IMPERVIOUS / 20,076 SF SITE = 71%
PARKING PROVIDED:	23 INTERIOR STALLS (1 H.C. ACCESSIBLE)

** HEIGHTS/ AREAS LISTED ARE APPROXIMATE - MAY CHANGE WITH FINAL DESIGN **

LEGAL DESCRIPTION:

DESCRIPTION OF 436 S. MONROE AVENUE
TAX PARCEL NUMBER 13-169

Lot Seven (7), Lot Eight (8) and the South 5 feet of the East ½ of Lot Six (6), Block Twenty-nine (29), according to the recorded Plat of Astor, City of Green Bay, East side of Fox River, Brown County, Wisconsin. Excepting those parts described for street purposes in Volume 972 of Records, Page 222 as Document Number 746506, and Document Number 2642451.

JOB NUMBER: 2023.14

SHEET C1.0

PROPOSED APARTMENTS

GREEN BAY, WI

M+A DESIGN, INC.

4 SOUTH WEST
1/8" = 1'-0"

3 SOUTH EAST
1/8" = 1'-0"

2 NORTH WEST
1/8" = 1'-0"

1 NORTH EAST
1/8" = 1'-0"

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

PRELIMINARY SHEET DATES:

M+A DESIGN, INC.
24 SOUTH BROOKE STREET
FOND du LAC, WISCONSIN 54937
l.petrie@madesigninc.net (920) 922-8170

PROPOSED APARTMENTS

436 MONROE ST.
GREEN BAY, WI 54301

2023 © M+A DESIGN, INC

JOB NUMBER: 2023.14

SHEET A2.0

ZONING ORDINANCE NO. 1414-23

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT FOR PROPERTY LOCATED AT
436 SOUTH MONROE AVENUE
(ZP 23-22)

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 property, as also depicted on Exhibit A - Location Map:

Legal Description: Lot Seven (7), Lot Eight (8) and the South 5 feet of the East ½ of Lot Six (6), Block Twenty-nine (29), according to the recorded Plat of Astor, City of Green Bay, East side of Fox River, Brown County, Wisconsin. Excepting those parts described for street purposes in Volume 972 of Records, Page 222 as Document Number 746506, and Document Number 2642451.
Tax Parcel: 13-169
Land Area: Comprises approximately 20,076 square feet/.461 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 33-unit affordable housing apartment building with a first-floor retail space with specialization in housing adults with intellectual disabilities and non-disabled families. 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 consists of the whole of 436 S. Monroe Avenue.

C. Land Use Regulations. The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:
   1. Principal use of 33 residential dwelling units within a single structure.
   2. Principal use of retail on first-level.
   3. Accessory uses customarily associated with multiple family dwelling and supportive housing including interior first-floor parking, lobby, mail room, janitorial services, community room that may be made available to public entities, office space associated with the principal use, home occupations, childcare for residents, educational spaces for residents, outdoor gathering

spaces, and other uses deemed appropriate by the Zoning Administrator.

D. Prohibited Uses. The PUD limits certain uses from being established on the site or as accessory to the multi-family dwelling principal use including rooming/boarding houses, shelter facilities, transitional housing, dormitories, assisted living/nursing homes, commercial uses typically associated with dwelling (family daycares and live-work units). All other proposed uses are subject to a PUD amendment.

E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure and interior parking on the subject property shall generally comply with Exhibit B and be regulated as follows:
    1. General Site.
        a. Lot Size. Minimum lot area is .461 acres
        b. Maximum Floor Area Ratio (FAR): 3.0
        c. Maximum Impervious Surface: 80%
        d. Accessory buildings shall be regulated as if in the Office Residential Zoning District
    2. Building and Interior Parking.
        a. Front Yard Setbacks:
            1. S. Monroe Avenue: 5 feet
            2. Chicago Street: 5 feet
        b. Rear Yard Setbacks (west lot line): 10 feet
        c. Side Yard Setback (north lot line): 10 feet
        d. Maximum Height: Principal building shall not exceed 46 feet and four stories in height.

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 Chicago Street
    2. Development shall provide a minimum of 23 on-site, interior parking spaces.
    3. Development shall provide evidence of off-street parking availability for 10 additional residential spaces.
    4. Pedestrian access shall be provided from all public streets with public sidewalks adjoining the development.
    5. Any access, circulation, or parking issues not addressed by this PUD shall default to the Downtown Zoning District.

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. Façade Articulation. Buildings shall be designed to provide interest and variety. Flat, unadorned walls should be avoided. Façade lengths shall not be greater than 40 feet without articulation including but not limited to:
    a. Division of façade into individual components (i.e. storefronts, distinct uses) through the use of architectural elements such as entrances, arcades, windows, balconies, awnings, marquees, etc.
    b. Recesses or projections of the main façade plane.
    c. Recesses or projections of upper floors from the ground floor façade plane.
    d. Vertical division using different materials and textures.
3. Exterior Materials. Building materials shall be durable and appropriate for the residential district as well as being regulated as follows:
    a. Exterior building façades shall be predominately (minimum of 80%):
        1. Brick or brick veneer
        2. Cementitious panels/siding
        3. Architectural/decorative metal panels
        4. Wood or wood composite
        5. Windows and doors
    b. Windows and doors. Windows shall include trim and all building entrances shall include a canopy or other roofing element over the doorway.

H. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.

I. Signage. All signage within the PUD area shall meet the standards as set forth within Chapter 30 of the Green Bay Municipal Code.

J. Refuse and Mechanical Equipment. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.

K. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.

L. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for the parcel shall be considered Office Residential.

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

sh:

Attachments:
Exhibit A – Location Map
Exhibit B – Conceptual Site Plan
Exhibit C – Conceptual Building Elevations

Cherry Faith of Green Bay Development

Cherry Faith of Green Bay is a four-story multi-family apartment that aims to house adults with intellectual disabilities as well as non-disabled families. Cherry Faith of Green Bay consists of 33 units with a first-floor retail space, each floor plan will be approximately 10,810 square feet. An Additional five to ten parking spaces will be leased 445 Madison Chicago, LLC. According to the Bureau of Transportation Statistics, twenty-six percent of the IDD population do not have access to cars, which in order to accommodate them, Cherry Faith Properties has partnered with Innovative Services, Inc to provide transportation services. Cherry Faith of Green Bay is located in front of bus route eleven and a two minute walk from bus route six.

The amenities included in this development will consist of a fitness center, resident lounge, sensory regulation area, and a work lounge. Sixteen of the thirty-three units will be affordable units for families with subsidized income. The remaining seventeen apartments will be listed at market rate. One unique element that will be added to the development will be energy star components throughout the building and be designed for future solar panels. This potential design will create sustainability and longevity to the lifespan of the building. It will also decrease electric bills for the residence, provide blackout protection, and reduce the carbon footprint of the development.

One of the core goals of the development is to encourage the employment of residents. Whether that is working as the groundskeeper, maintenance, or working in the first-floor retail space, Cherry Faith of Green Bay aims to increase job creation and tenant retention in the workforce.

DocuSign Envelope ID: F4C31352-362D-467D-BA96-4476B7B26D0B

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: 436 South Monroe Ave, Green Bay WI 54301

Parcel Number(s): 13-169

Petitioner(s): Dujuan Cherry Date: 6/28/2023

Email: Cherryfaithproperties@gmail.com Phone Number: 2626656501

Address: 100 North Jefferson St, City: Green Bay State: WI Zip: 54301

Property Owner: Redevelopment Authority Phone Number: 920.448.3354

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, Dujuan Cherry, 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: 6/28/2023

Petitioner Signature(s): DocuSigned by: Dujuan Cherry 3D3203E729D14A6... _____

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.:_____

DocuSign Envelope ID: F4C31352-362D-467D-BA96-4476B7B26D0B

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.

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 1, 2023	Dena Mooney, Staff

AGENDA ITEM # Q.3

To approve a Conditional Use Permit (CUP) at 310 Van Caster Drive to construct a two-family dwelling, semi-detached in a Low-Density Residential (R1) zoning district, subject to the following conditions:
1. Prior to building permit issuance, Planning staff must review and approve the subject parcel's building plans to ensure that the wall articulation standards of Sec. 44-1913(2) are met along the south and west facades. The petitioner can appeal that decision to the Plan Commission.
2. Compliance with all regulations of the Green Bay Municipal Code.
(Public hearing held July 24, 2023)

BACKGROUND

Reason for Request: To authorize a Conditional Use Permit for a two-family, semi-detached residence within a Low Density Residential (R1) district at 310 Van Caster Drive, submitted by submitted by Radue Homes, Inc on behalf of Kristian and Elizabeth Pearson, property owners (Ald. J. Grant, District 1).

Surrounding Zoning and Land Uses:
SUBJECT: Low Density Residential (R1) - Undeveloped Lot
NORTH: Low Density Residential (R1) - Single-Family Residential
SOUTH: Rural Residential (RR) - Undeveloped Lot
EAST: Low Density Residential (R1) - Undeveloped Lot
WEST: Low Density Residential (R1) - Two-Family Dwelling, Semi-Detached and Single-Family Residential

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area as Low Density Residential.

Consistency Analysis: Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is consistent with the comprehensive plan. The proposed use of the subject property requests the creation of a two-family residential dwelling on a corner lot.

Report: The subject property is located at 310 Van Caster Drive. It is an undeveloped, 0.37-acre corner lot located at Van Caster Drive and Brook Park Drive. The property is owned by Kristian and Elizabeth Pearson. Radue Homes, Inc. has an offer to purchase the property and intend to construct a two-family dwelling, semi-detached on the property if the CUP is permitted. Their current plan is to develop the building so it could be divided into two lots in the future.

In the review of the Conditional Use Permit (CUP), the Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider when reviewing a CUP:
(1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
(2) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
(3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will

not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
(4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
(5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
(6) Adequate parking facilities as specified in Article XVIII of this chapter.
(7) The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

Per Table 44-1 of the City of Green Bay Municipal code, a two-family dwelling, semi-detached must comply with the development standards of Sec. 44-1580(c). The standards are as follows:

(1) No parking shall be located in the front yard or between the front façade and the street except on a permitted driveway providing access to parking areas beyond the front yard.
(2) If the primary entrance of a structure is not facing the street, the Community and Economic Development Director may choose to require its location to face a public street.
(3) New housing types should be introduced in limited quantities to increase diversity and housing choice, not to replace whole blocks of existing housing. Therefore, no semi-detached dwelling shall be constructed and no single-family dwelling shall be converted to a semi-detached dwelling with a distance of 300 feet from any other two-family or multifamily dwelling located within the same block.
(4) Semi-detached dwellings shall be designed to reflect the general architectural style of surrounding buildings on the block, including front yard depth, height and roof pitch, primary materials, façade detailing, and size and placement of window and door openings. Exact replication of attributes of existing buildings is not expected, but rather sensitivity to neighborhood context.

Staff have reviewed the development standards as they pertain to the proposal. Number (3) of the above development standards states that no semi-detached dwelling shall be constructed within a distance of 300 feet from any other two-family or multifamily dwelling located within the same block. There is a two-family dwelling located across the street at 3041 Brook Park Drive, but there are no other such structures within 300 feet of the subject parcel on the same block. Regarding number (4) of the development standards, the applicant has supplied building plans. The proposed structure is two-stories. There is a mix of two-story, ranch, and split-level homes throughout the neighborhood. Sec. 44-1913(2) Wall Articulation states, "No wall that faces a street or connecting walkway shall have a blank, uninterrupted length exceeding 30 feet without including at least one of the following: Change in plane, change in texture or masonry pattern, windows, or an equivalent element that subdivides the wall into human scale proportions." The plans provided show walls that do not comply with this standard. The Staff is recommending a condition that, prior to building permit issuance, the house design is adjusted to meet this regulation along the south and west facades to staff's satisfaction. If the petitioner does not agree with the staff's determination, the petitioner can appeal that decision to the Plan Commission.

The staff believe a two-family, semi-detached dwelling fits in with the existing development pattern of the neighborhood. These types of structures can be found throughout the area on corner lots. Ald. Grant and adjacent property owners within 200 feet of the subject property have been notified of the request. Mary Stoey (359 Van Caster Drive) did contact staff with questions and concerns about the request. She does plan to attend the meeting to share her concerns.

RECOMMENDATION

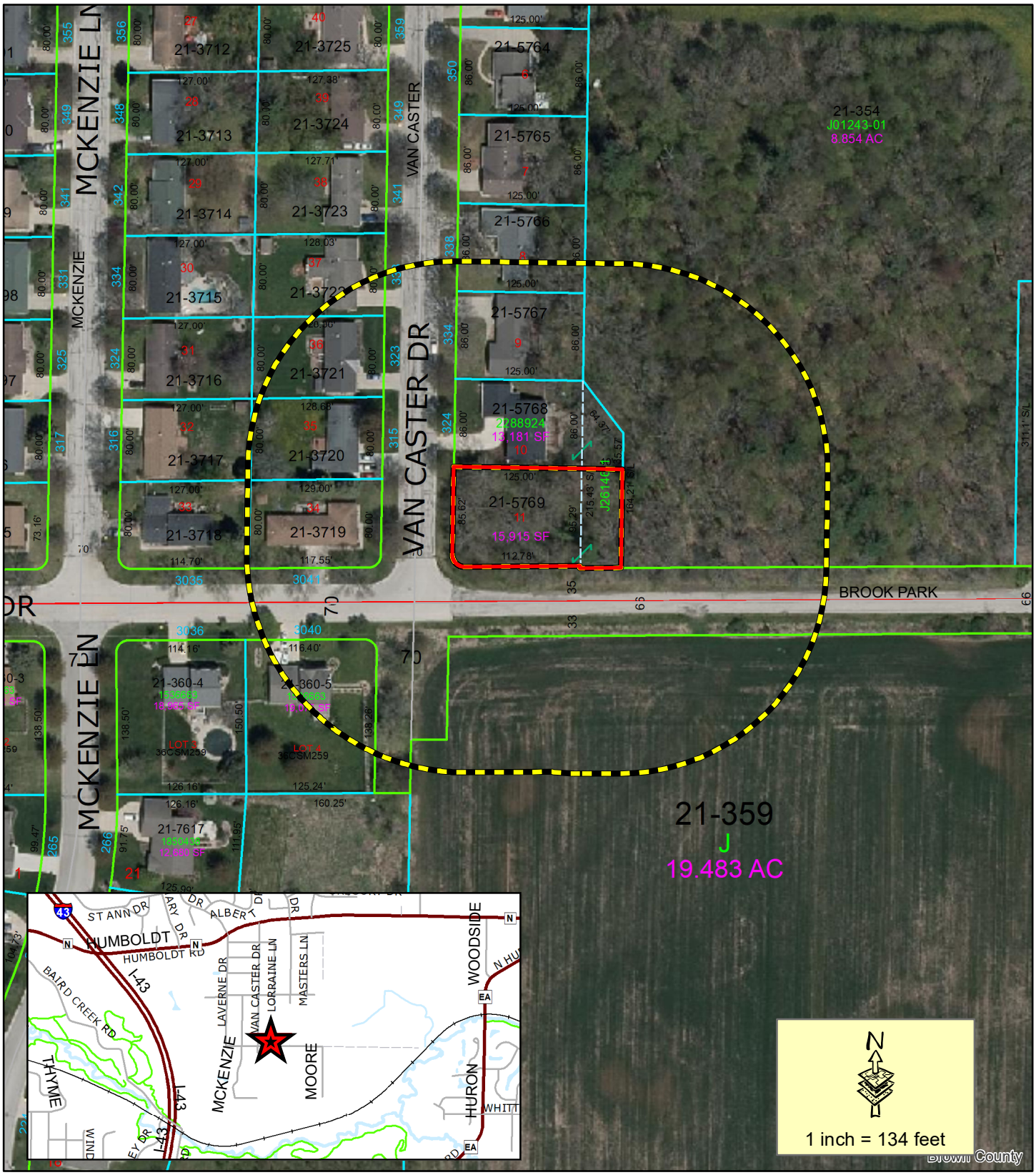
Approval of the request, subject to the following:
1. Prior to building permit issuance, Planning staff must review and approve the subject parcel's building plans to ensure that the wall articulation standards of Sec. 44-1913(2) are met along the south and west facades. The petitioner can appeal that decision to the Plan Commission.

2. Compliance with all regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 23-23 Location Map
2. ZP 23-23 Narrative
3. ZP 23-23 Building Plans



Proposed CUP

200' Property Owner Notice

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

Zoning Petition (ZP 23-23) Proposed Conditional Use Permit (CUP) at 310 Van Caster Drive

CITY OF GREEN BAY 1854 Titletown, USA

Supplemental Application for Condition Use Permit for 310 Van Caster

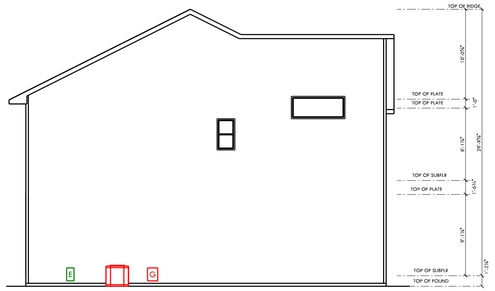
Legal Description: **KINGS ROW LOT 11 & PRT OF NE1/4 SE1/4 SEC 34 T24N R21E DESC IN J26146-01 EX 2288924**

We are requesting a conditional use permit for a duplex at 310 Van Caster. The proposed house plan is attached. Both sides of the building will owner-occupied and is designed for specific customers.

There are other duplexes nearby. We are trying to build a home that is moderately affordable for young families. By having two homes on the lot, we are able to reduce the lot costs per dwelling. Our current plan is to develop the building so it could be subdivided in the future if necessary.

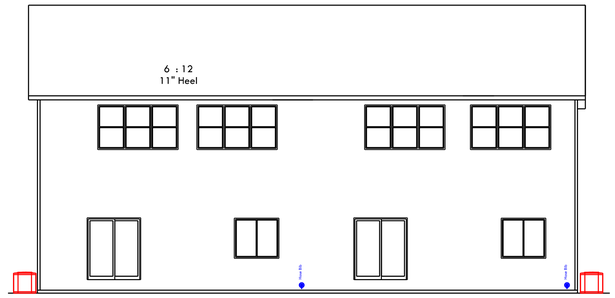
Our offer to purchase this lot is contingent upon approval of the conditional use permit. We would be ready to start construction this summer if approved.

We appreciate your consideration.



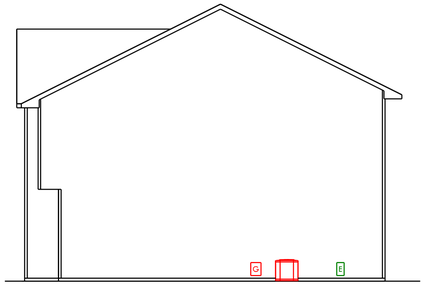
LEFT ELEVATION

SCALE: 1/8" = 1'-0"



REAR ELEVATION

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

FRONT ELEVATION

SCALE: 1/4" = 1'-0"

LEFT	RIGHT
TOTAL SQ. FT.: 1842	TOTAL SQ. FT.: 1842
FIRST FLR.: 1185 SEC. FLR.: 657	FIRST FLR.: 1185 SEC. FLR.: 657

RADUE HOMES

ADDRESS:
2385 S. BROADWAY
LEHI, UTAH 84043
PH: 920.569.6355
RADUEHOMES.COM

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310 VAN CASTER DRIVE

REVISIONS

DATE: 5/31/23

PERSONAL BUILDER

PROJECT #

PLAN # 23-18

STATUS: BID PLAN

SHEET 1 / 5

FIRST FLOOR PLAN

SCALE 1/4"=1'-0"
9'-1 1/8" WALL HT.
657 SQ. FT. (HOUSE)
508 SQ. FT. (GARAGE)
31 SQ. FT. (STOOP)

FLOOR PLAN INFORMATION

WALL SPECIFICATIONS
1. HOUSE WALL HEIGHTS:
   - 1ST FLR. EXTERIOR- 2x6x9 1 1/8", STUDS 16" O.C. (UNLESS NOTED)
   - 1ST FLR. INTERIOR- 2x4x9 1 1/8", STUDS 16" O.C. (UNLESS NOTED)
   - 2ND FLR. EXTERIOR- 2x6x8 1 1/8", STUDS 16" O.C. (UNLESS NOTED)
   - 2ND FLR. INTERIOR- 2x4x8 1 1/8", STUDS 16" O.C. (UNLESS NOTED)
2. GARAGE WALLS:
   - 2x4/6x10'-3 1/4", STUDS 16" O.C. (UNLESS NOTED)

FLOOR SYSTEMS:
1. FIRST FLOOR: 11 7/8" I-JOISTS, 19.2" O.C.
   SECOND FLOOR: 18" FLOOR TRUSSES 19.2" O.C.
   - STANDARD LOADING(PSF): 40 L.L./ 15 D.L.
     *ADDITIONAL LOADING(PSF):
     10 D.L.(TILE), 25 D.L.(MFR. STONE/ GRANITE)
   - DEFLECTION (MIN.): LL= L/480, DL= L/240

ROOF SYSTEM:
1. ENGINEERED ROOF TRUSSES @ 24" O.C.
   - STANDARD LOADING(PSF): 30 L.L./ 10 T.C.D.L, 10 B.C.D.L
   - DEFLECTION (MIN.): LL= L/240, TL = L/180
   - DURATION OF LOAD: 1.15%

HEADER SPECIFICATIONS:
1. STANDARD HEADER TO BE:
   - 1ST FLR: 2-2x12 SPF #1/2
   - 2ND FLR: 2-2x12 SPF #1/2
   - DOUBLE TRIMSTUDS W/ OPENINGS 6'-0" AND LARGER
2. WINDOW R.O. HEIGHT SET AT 6'-11" (UNLESS NOTED)
3. HEADERS ARE NOT DESIGNED TO CARRY BRICK/ OR CONCRETE (HEADER/ LINTEL SIZES PER MASON/ FOUND. CONTRACTOR)

STAIR INFORMATION:
   BASEMENT TO FIRST FLR.
   - 14 RISERS(7 9/16"), 13 TREADS(9 1/2")
   FIRST FLR. TO 2ND FLR.
   - 17 RISERS(7 1/2"), 16 TREADS(9 1/2")

WINDOW INFORMATION:
   ROUGH OPENINGS SHOWN

GENERAL NOTES:
1. PLAN IS DRAWN FOR 3 1/4" TRIM
2. ALL WALLS TALLER THAN 10'-0" TO BE DESIGNED BY EWP SUPPLIER
3. FRAMER TO REFERENCE FLOOR/ ROOF LAYOUT FOR FINAL GIRDER TRUSS LOCATIONS, FLUSH HEADER ADJUSTMENTS & BEARING REQUIREMENTS. FRAMER IS RESPONSIBLE TO TRANSFER ALL POINT LOADS THROUGH THE WALL & FLOOR SYSTEM W/ SOLID BLOCKING DOWN TO FOUNDATION WALLS
4. FRAMER TO REFERENCE WALL BRACING PLAN FOR HEADER ADJUSTMENTS DUE TO EXTENDED HEADER REQUIREMENTS

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GREEN BAY, WI 54304
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310 VAN CASTER DRIVE

REVISIONS

DATE: 5/31/23

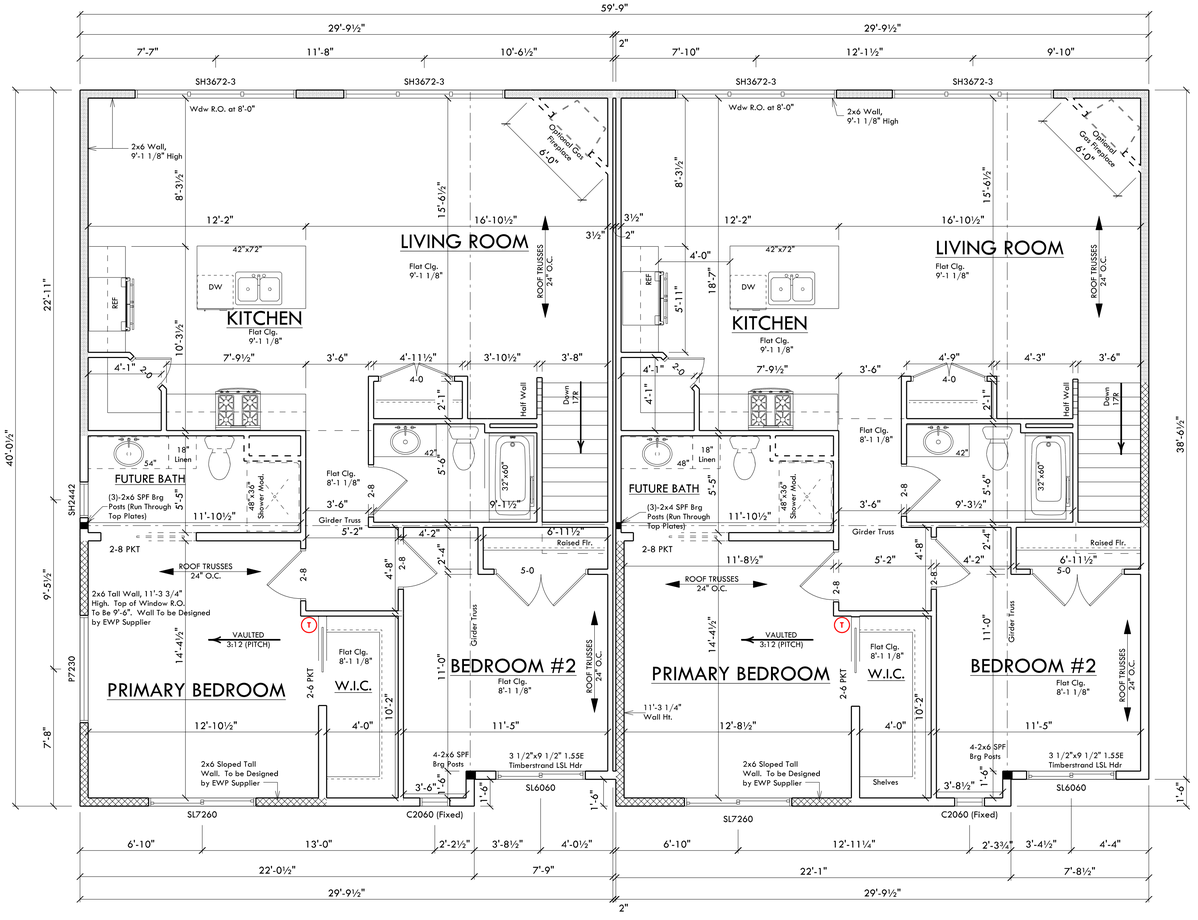
PERSONAL BUILDER

PROJECT #

PLAN # 23-18

STATUS: BID PLAN

SHEET 2 / 5



SECOND FLOOR PLAN

SCALE 1/4"=1'-0"
8'-1 1/8" CLG. HT. UNLESS NOTED
1185 SQ. FT. (HOUSE)

FLOOR PLAN INFORMATION

WALL SPECIFICATIONS
1. HOUSE WALL HEIGHTS:
- 1ST FLR. EXTERIOR- 2x6x9 1 1/8", STUDS 16" O.C. (UNLESS NOTED)
- 1ST FLR. INTERIOR- 2x4x9 1 1/8", STUDS 16" O.C. (UNLESS NOTED)
- 2ND FLR. EXTERIOR- 2x6x8 1 1/8", STUDS 16" O.C. (UNLESS NOTED)
- 2ND FLR. INTERIOR- 2x4x8 1 1/8", STUDS 16" O.C. (UNLESS NOTED)

2. GARAGE WALLS:
- 2x4/6x10'-3 1/4", STUDS 16" O.C. (UNLESS NOTED)

FLOOR SYSTEMS:
1. FIRST FLOOR: 11 7/8" I-JOISTS, 19.2" O.C.
SECOND FLOOR: 18" FLOOR TRUSSES 19.2" O.C.
- STANDARD LOADING(PSF): 40 LL./ 15 D.L.
*ADDITIONAL LOADING(PSF):
10 D.L.(TILE), 25 D.L.(MFR. STONE/ GRANITE)
- DEFLECTION (MIN.): LL= L/480, DL= L/240

ROOF SYSTEM:
1. ENGINEERED ROOF TRUSSES @ 24" O.C.
- STANDARD LOADING(PSF): 30 LL./ 10 T.C.D.L, 10 B.C.D.L.
- DEFLECTION (MIN.): LL= L/240, TL = L/180
- DURATION OF LOAD: 1.15%

HEADER SPECIFICATIONS:
1. STANDARD HEADER TO BE:
- 1ST FLR: 2-2x12 SPF #1/2
- 2ND FLR: 2-2x12 SPF #1/2
- DOUBLE TRIMSTUDS W/ OPENINGS 6'-0" AND LARGER
2. WINDOW R.O. HEIGHT SET AT 6'-11" (UNLESS NOTED)
3. HEADERS ARE NOT DESIGNED TO CARRY BRICK/ OR CONCRETE (HEADER/ LINTEL SIZES PER MASON/ FOUND. CONTRACTOR)

STAIR INFORMATION:
BASEMENT TO FIRST FLR.
- 14 RISERS(7 9/16"), 13 TREADS(9 1/2")
FIRST FLR. TO 2ND FLR.
- 17 RISERS(7 1/2"), 16 TREADS(9 1/2")

WINDOW INFORMATION:
ROUGH OPENING SHOWN

GENERAL NOTES:
1. PLAN IS DRAWN FOR 3 1/4" CASING
2. ALL WALLS TALLER THAN 10'-0" TO BE DESIGNED BY EWP SUPPLIER
3. FRAMER TO REFERENCE FLOOR/ ROOF LAYOUT FOR FINAL GIRDER TRUSS LOCATIONS, FLUSH HEADER ADJUSTMENTS & BEARING REQUIREMENTS. FRAMER IS RESPONSIBLE TO TRANSFER ALL POINT LOADS THROUGH THE WALL & FLOOR SYSTEM W/ SOLID BLOCKING DOWN TO FOUNDATION WALLS
4. FRAMER TO REFERENCE WALL BRACING PLAN FOR HEADER ADJUSTMENTS DUE TO EXTENDED HEADER REQUIREMENTS

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310 VAN CASTER DRIVE

REVISIONS

DATE: 5/31/23

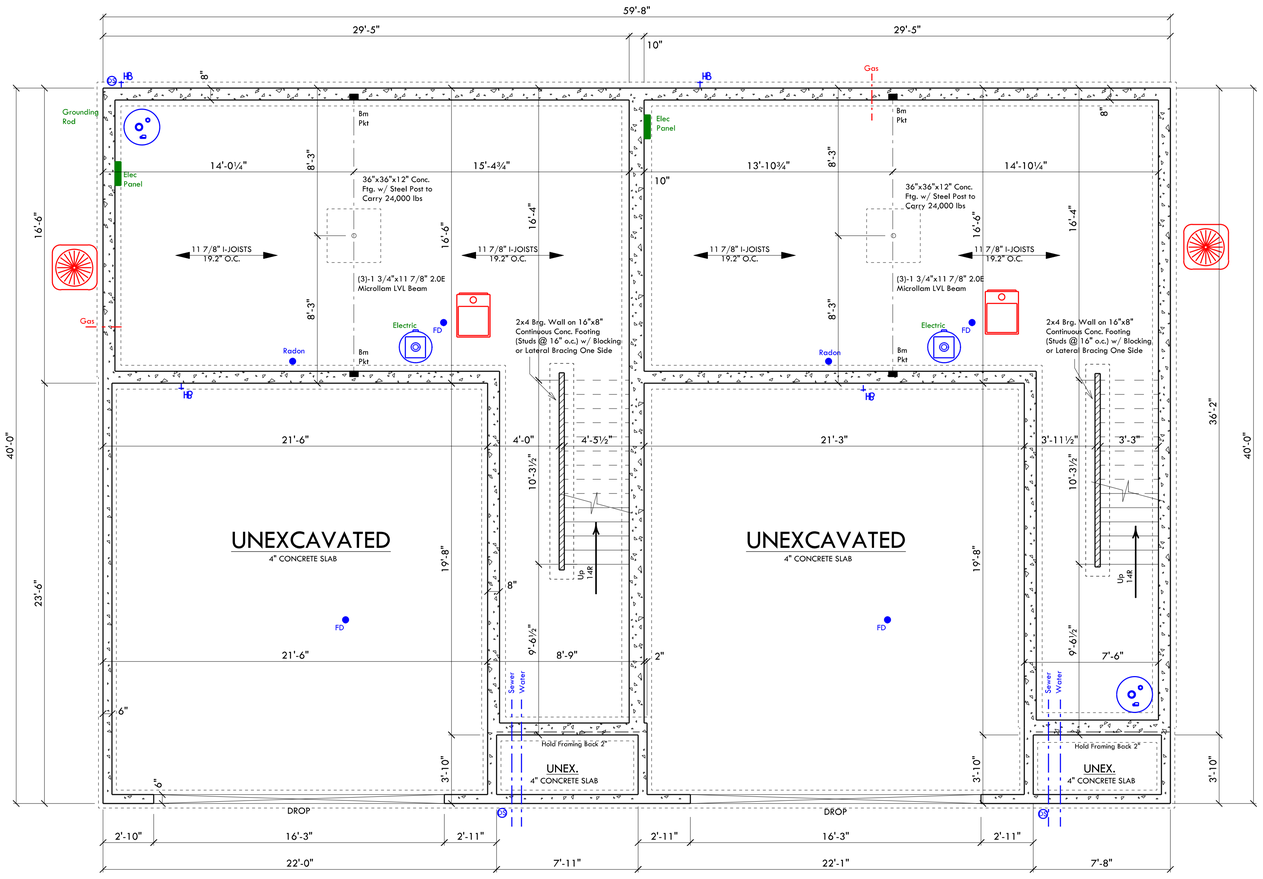
PERSONAL BUILDER

PROJECT #

PLAN # 23-18

STATUS: BID PLAN

SHEET 3 / 5



FOUNDATION PLAN

SCALE 1/4"=1'-0"
8'-0" WALL HT.

FOUNDATION INFORMATION

WALL SPECIFICATIONS
1. HOUSE WALLS:
   -8" x 8'-0" POURED CONCRETE WALLS ON 16"x8" FOOTINGS
   -10" x 8'-0" POURED CONCRETE WALL w/4" BRICKLEDGE(8" DOWN) ON 18"x8" FOOTINGS
2. GARAGE/PORCH WALLS:
   - 6" x 4'-0"(MIN) POURED CONCRETE WALLS ON 14"x8" FOOTINGS
   - 10" x 4'-0" (MIN) POURED CONCRETE WALLS w/ 4" BRICKLEDGE (8" DOWN) ON 18"x8" FOOTINGS

SLAB INFORMATION:
1. HOUSE: 4" REINFORCED CONCRETE SLAB
2. GARAGE: 4" REINFORCED CONCRETE SLAB

HEADER SPECIFICATIONS:
1. STANDARD HEADER TO BE 2-2x10 SPF
   - DOUBLE TRIMSTUDS W/ OPENINGS 6'-0" AND LARGER
2. HEADERS ARE NOT DESIGNED TO CARRY BRICK/ OR CONCRETE (HEADER/ LINTEL SIZES PER MASON/ FOUND. CONTRACTOR)

STAIR INFORMATION:
BASEMENT TO FIRST FLR.:
- 14 RISERS(7 9/16"), 13 RISERS(9 1/2")

WINDOW INFORMATION:
NONE

GENERAL NOTES:
1. PLAN IS DRAWN FOR 3 1/4" CASING/ DRYWALL RETURN
2. STEEL COLUMNS TO SUPPORT 12,000 LBS UNLESS NOTED
3. ASSUMED SOIL BEARING CAPACITY IS 2,000 PSF. FOOTING SIZES MUST BE ADJUSTED FOR VARYING SOIL CONDITIONS
4. ISOLATED CONCRETE FOOTINGS TO BE 3,000 PSF CONCRETE w/ (3)-#4 REBAR EACH WAY
5. FOUNDATION WALLS ARE ASSUMED TO BE REINFORCED 3,000 PSI CONCRETE. WALLS ARE DESIGNED PER SPS TABLE 321.18-B BASED ON THE HEIGHT OF UNBALANCED FILL
6. FRAMER TO REFERENCE FLOOR/ ROOF LAYOUT FOR FINAL GIRDER TRUSS LOCATIONS, FLUSH HEADER ADJUSTMENTS & BEARING REQUIREMENTS. FRAMER IS RESPONSIBLE TO TRANSFER ALL POINT LOADS THROUGH THE WALL & FLOOR SYSTEM W/ SOLID BLOCKING DOWN TO FOUNDATION WALLS
7. FRAMER TO REFERENCE WALL BRACING PLAN FOR HEADER ADJUSTMENTS DUE TO EXTENDED HEADER REQUIREMENTS

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310 VAN CASTER DRIVE

REVISIONS

DATE: 5/31/23

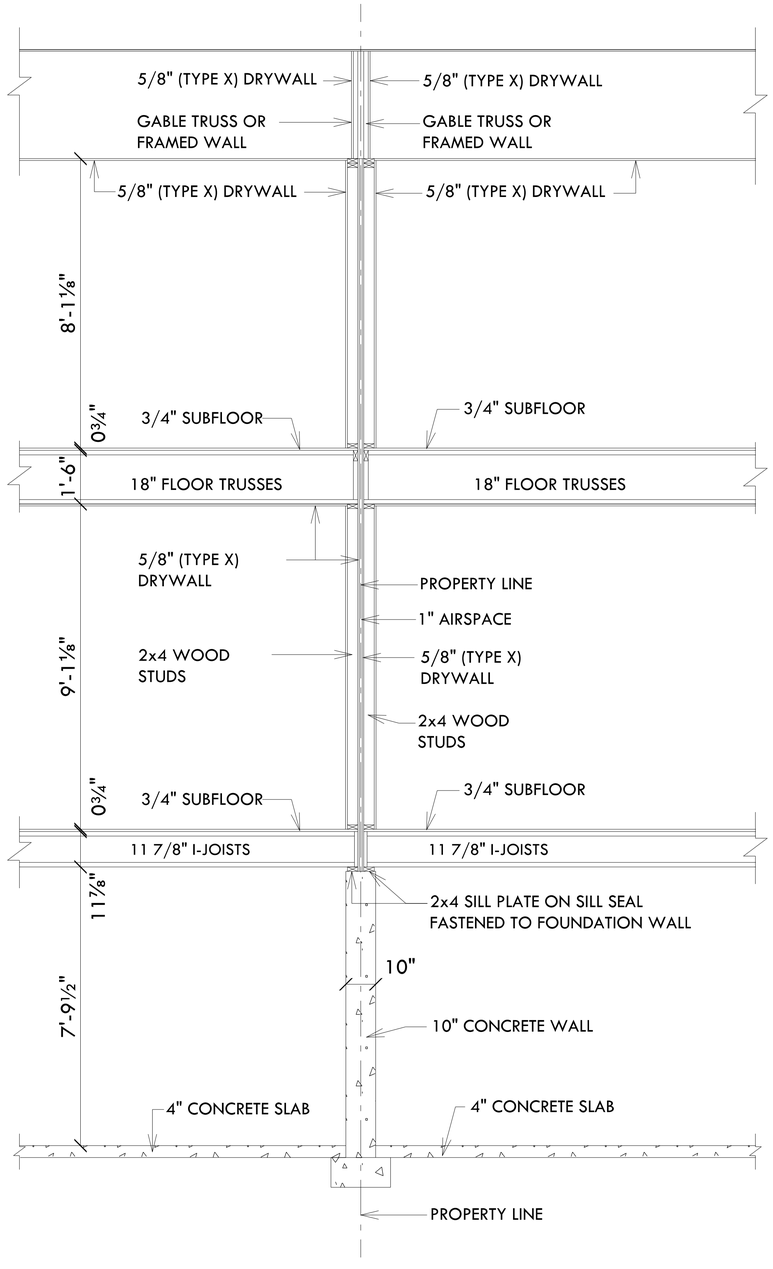
PERSONAL BUILDER

PROJECT #

PLAN # 23-18

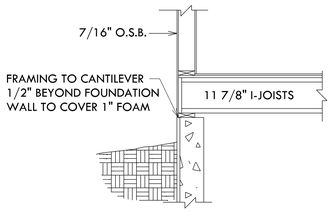
STATUS: BID PLAN

SHEET 4 / 5



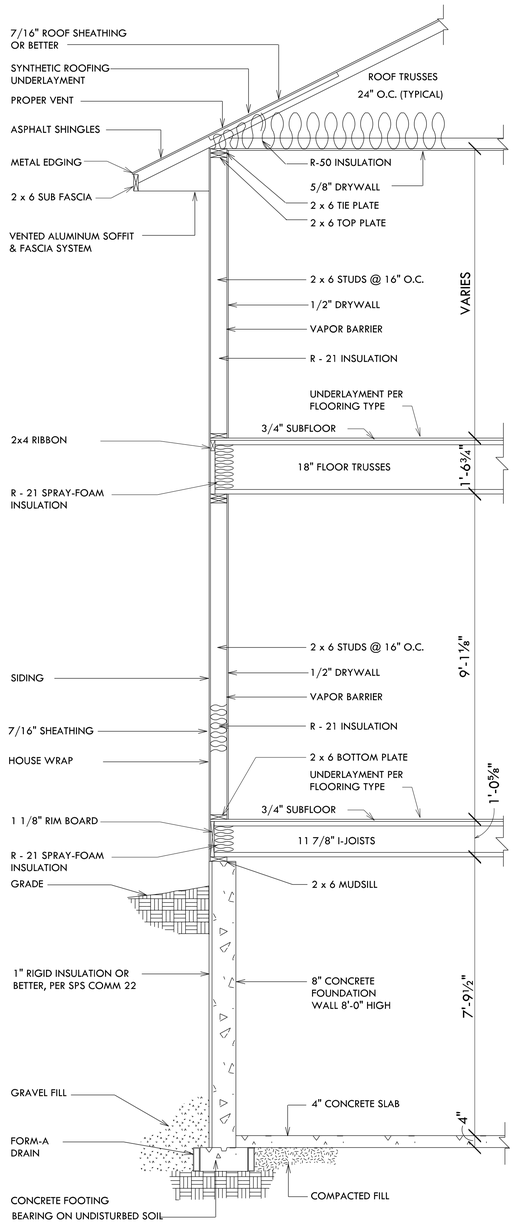
HOUSE ZERO LOT LINE DUPLEX SEPARATION CONSTRUCTION DETAIL

SCALE: 1/2" = 1'-0"



BOX SILL DETAIL

SCALE: 1/2" = 1'-0"



TYPICAL TWO-STORY WALL SECTION

SCALE: 1/2" = 1'-0"

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310 VAN CASTER DRIVE

REVISIONS

DATE: 5/31/23

PERSONAL BUILDER:

PROJECT #

PLAN # 23-18

STATUS: BID PLAN

SHEET 5 / 5

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 1, 2023	Jon LeRoy, Zoning Administrator

AGENDA ITEM # Q.4

To rezone 203-225 S Monroe Avenue (East Side of Street) and 620-628 Doty Street (South Side of Street) from Office Residential (OR) to Downtown (D1). (Public hearing held July 24, 2023)

BACKGROUND

Reason for Request: The proposed rezoning will permit future commercial, mixed-use, or multi-family development along the eastern half of Monroe Avenue and northern parcels along Doty Street.

Surrounding Zoning and Land Uses:
SUBJECT: Office Residential (OR) - Office spaces, multi-family residential, commercial, surface parking, and playground
NORTH: Office Residential (OR) - Divinci School
SOUTH: Office Residential (OR) - Office
EAST: Office Residential (OR) - Playground and Residential
WEST: Downtown (D1) and Public Institutional (PI) - Jackson Park and Church

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan recommends Downtown along S Monroe and Doty Street in this area. The Comprehensive Plan begins to transition over to medium intensity office residential or housing as Doty approaches S Quincy Street.

Report: The subject of 1.7 acres of land area is located on the west side of the 600 Block of South Adams Street, south of East Mason Street and north of Cass Street. The subject area is currently comprised of seven parcels:
#14-443, 211 S Monroe. Owned by Gage Williamson, 0.228 acres and is currently an office building.
#14-427, 620 Doty Street. Owned by Gage Williamson. 0.077 acres. The property is adjacent at one corner to 211 S Monroe and is a surface lot which serves 211 S Monroe.
#14-444, 203 S Monroe Ave. Owned by Skinny Buddha Tattoo. 0.227 acres and is currently a tattoo shop and located at the corner of Monroe and Doty
#14-428 and 14-429, 624 and 628 Doty Street. Owned by Green Bay Public School District. Blacktop area with playground markings which serves DaVinci School across the street.
#14-442, S Monroe. Owned by Ruesch Properties, 0.227 acres and is a multi-family residential building.
#14-439, 225 S Monroe Ave. 0.836 acres owned by Monroe Central LLC and is an office building.

The properties are currently zoned Office Residential. The impetus for the request to change stems from a change of use request at 211 S Monroe and 620 Doty Street, owned by Gage Williamson. Merrick Development intends to redevelop the vacant office building at 211 and change it to 8 residential units. The rezone came into conversation as staff recognized the lots at 211 and 620 Doty would not meet minimum space standards (2000 sf per unit in OR) for an 8 unit apartment. The Downtown district allows for 1000 sf per unit as a minimum standard. When reviewing comprehensive planning for the area, it was noted that this area is slated for future use downtown. With this in mind, staff felt it appropriate to facilitate a rezone for these properties and the others along the east and north ends of the block to match the comprehensive

plan. Rather than spot zone, staff felt it was appropriate to rezone all 7 parcels along the block edge to Downtown to allow for greater flexibility with redeveloping all 7 properties in the future. The change from OR to D will eliminate the potential for a single family dwelling or two-family dwelling duplex, fraternity, carriage house dwelling, or dormitory as potential conditional uses on these sites as they are conditional in OR but not D1. However, none of these sites currently have any of the above-listed uses.

If approved, the rezoning request will establish the Downtown One (D1) district for all 7 properties. The staff believe the D1 designation is appropriate given the location, size, and use of the properties. Staff contends that the expansion of the downtown land-use designation allows for an appropriate variety of uses while also putting controls on heights and density.

Ald. R. Scannell and neighbors within 200 ft. have been noticed of the meeting based on Plan Commission policy. The staff has taken information related calls on the request but has received no objections to the request for the drafting of this report.

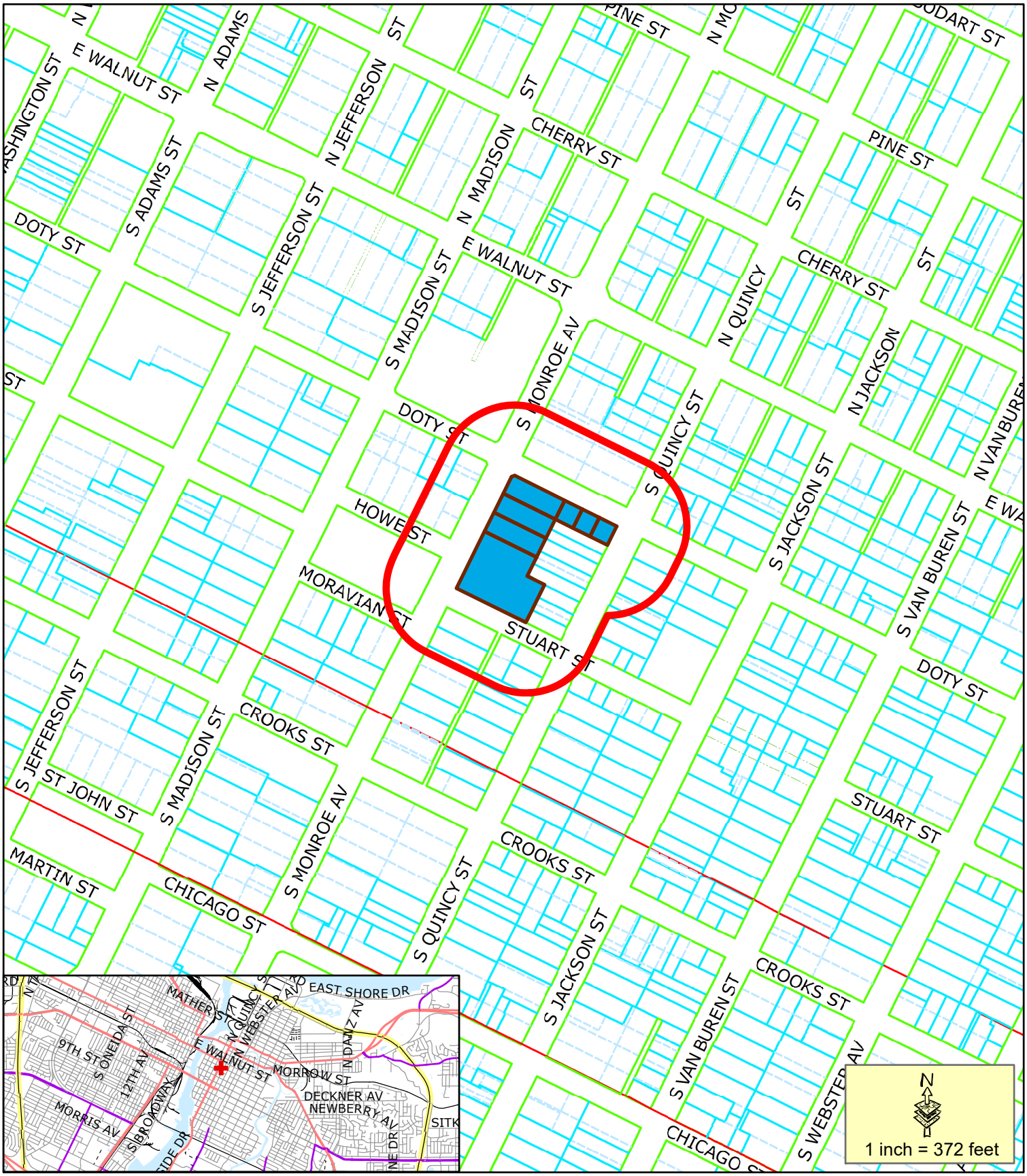
RECOMMENDATION

Approval of the request to rezone the properties from Office Residential (OR) to Downtown (D1).

FISCAL IMPACT

ATTACHMENTS

1. Property Map 23-24
2. ZP 23-24 Building Rendering
3. ZP 23-24 Site Plan Layout for Monroe Street Property
4. ZP 23-24 Building Rendering
5. ZP 23-24 Narrative
6. ZP 23-24 Application



Proposed Rezone

200' Property Owner Notice

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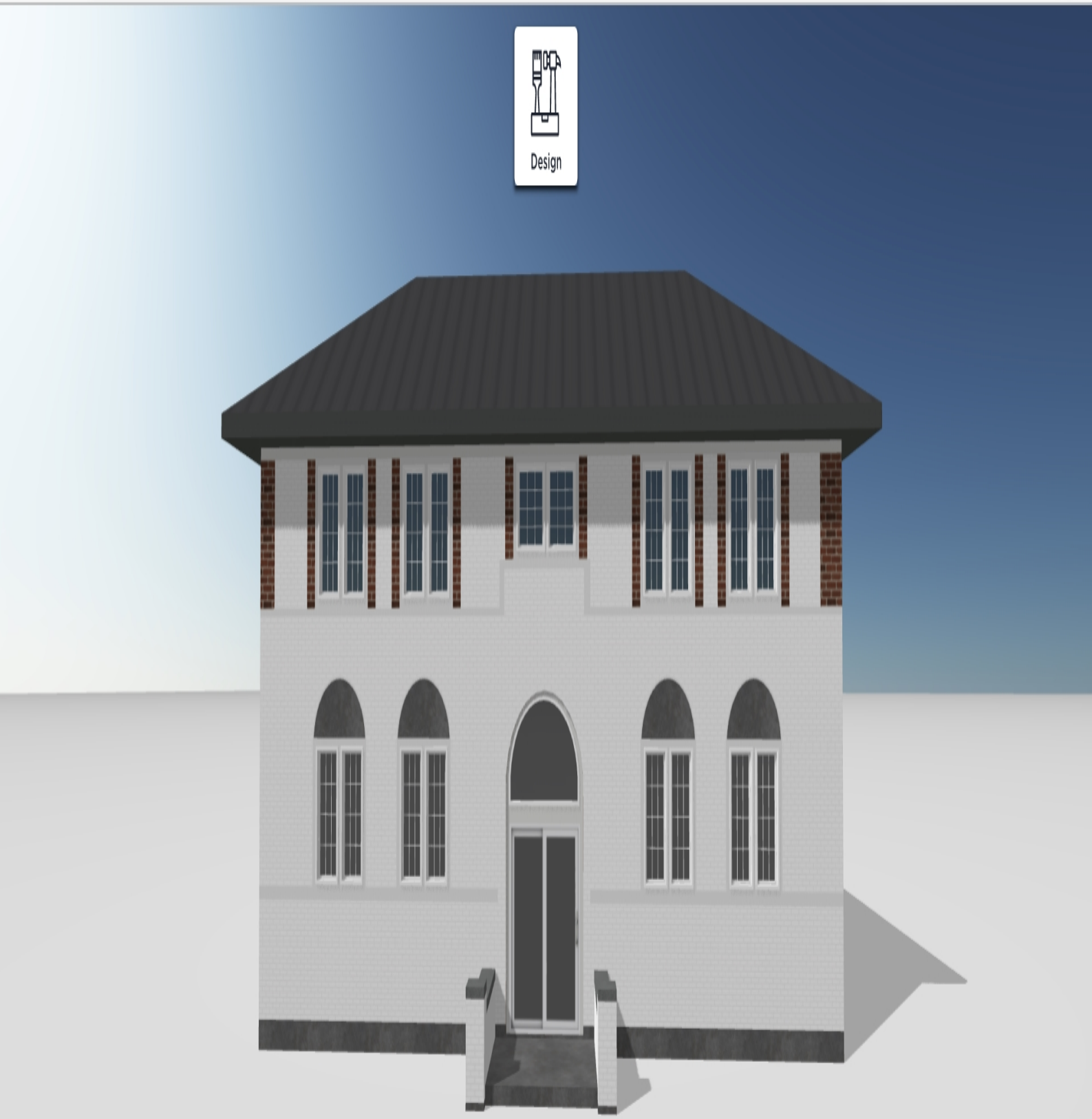
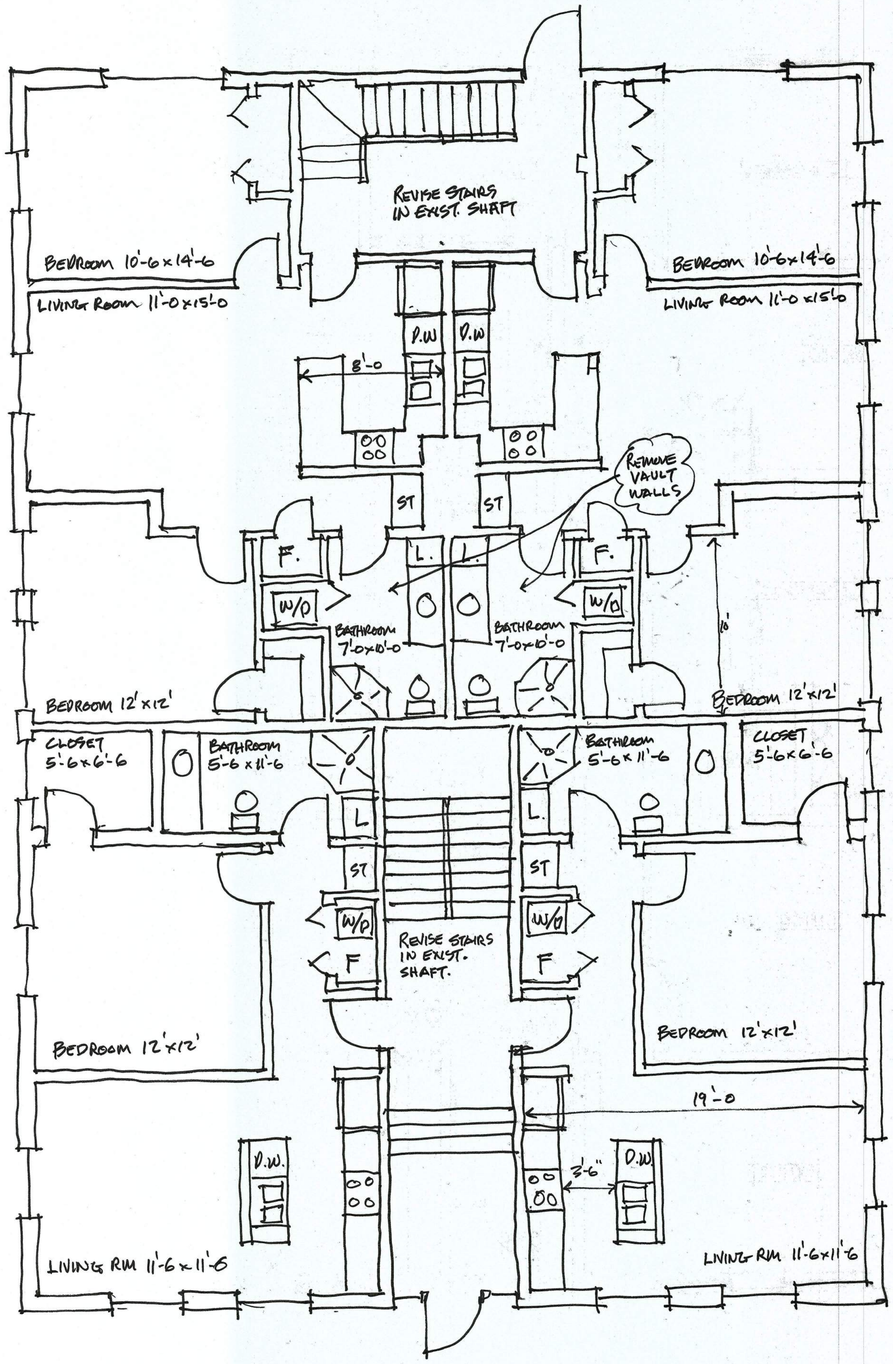
Map prepared by JL

Rezone Request (ZP 23-24)
Proposed Rezone
Office Residential to Downtown 1
203-225 S Monroe Ave
620-628 Doty Street



71°F
Partly sunny
Search
9:15 AM
5/30/2023



FIRST FLOOR PLAN

SCALE 1/4" = 1'-0"

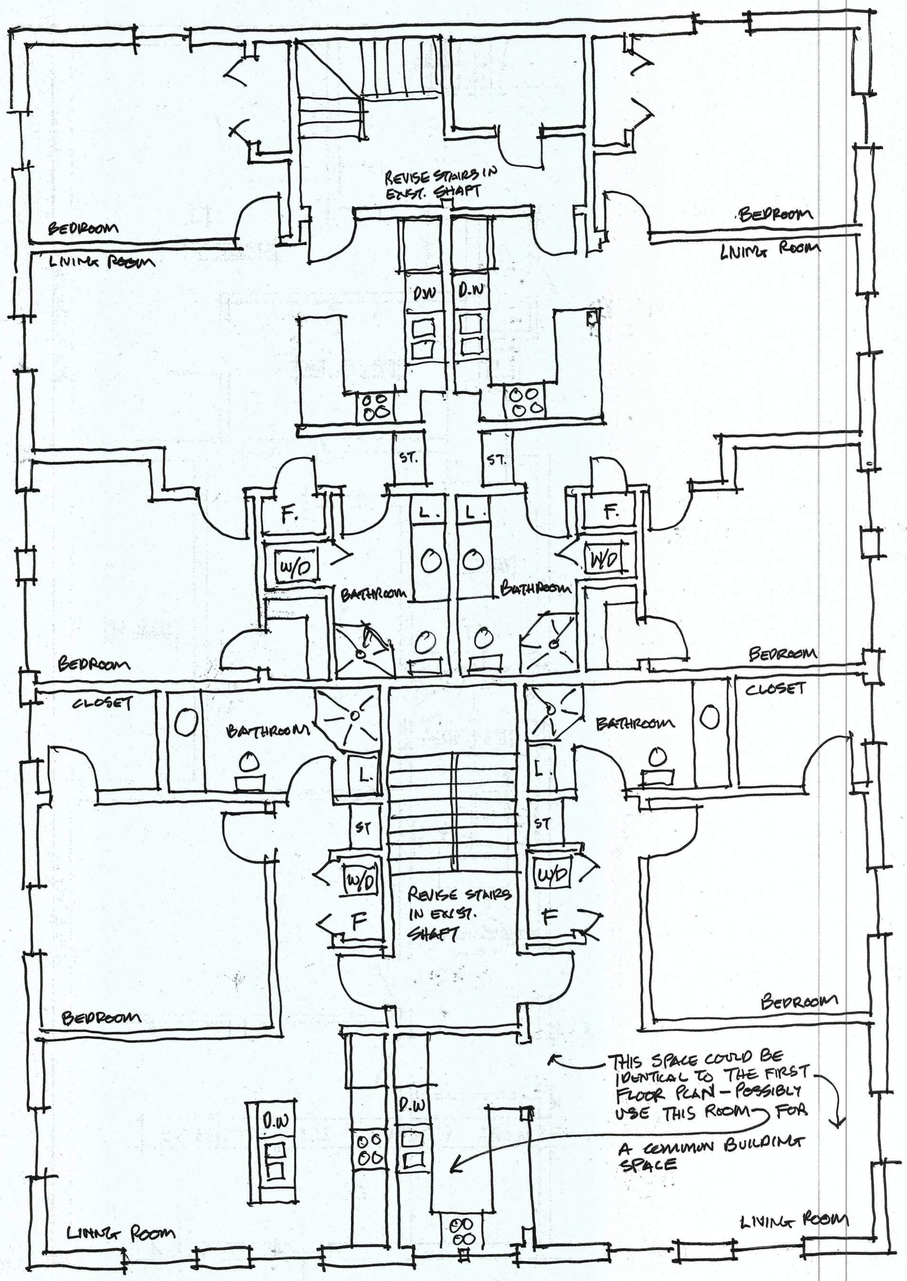
FIRE SUPPRESSION – NFPA 13-R

EACH UNIT REQUIRES AN EMERGENCY EGRESS WINDOW

1 HOUR FIRE BARRIER BETWEEN EACH UNIT

1 HOUR FIRE BARRIER BETWEEN BASEMENT & FIRST FLOOR UNITS

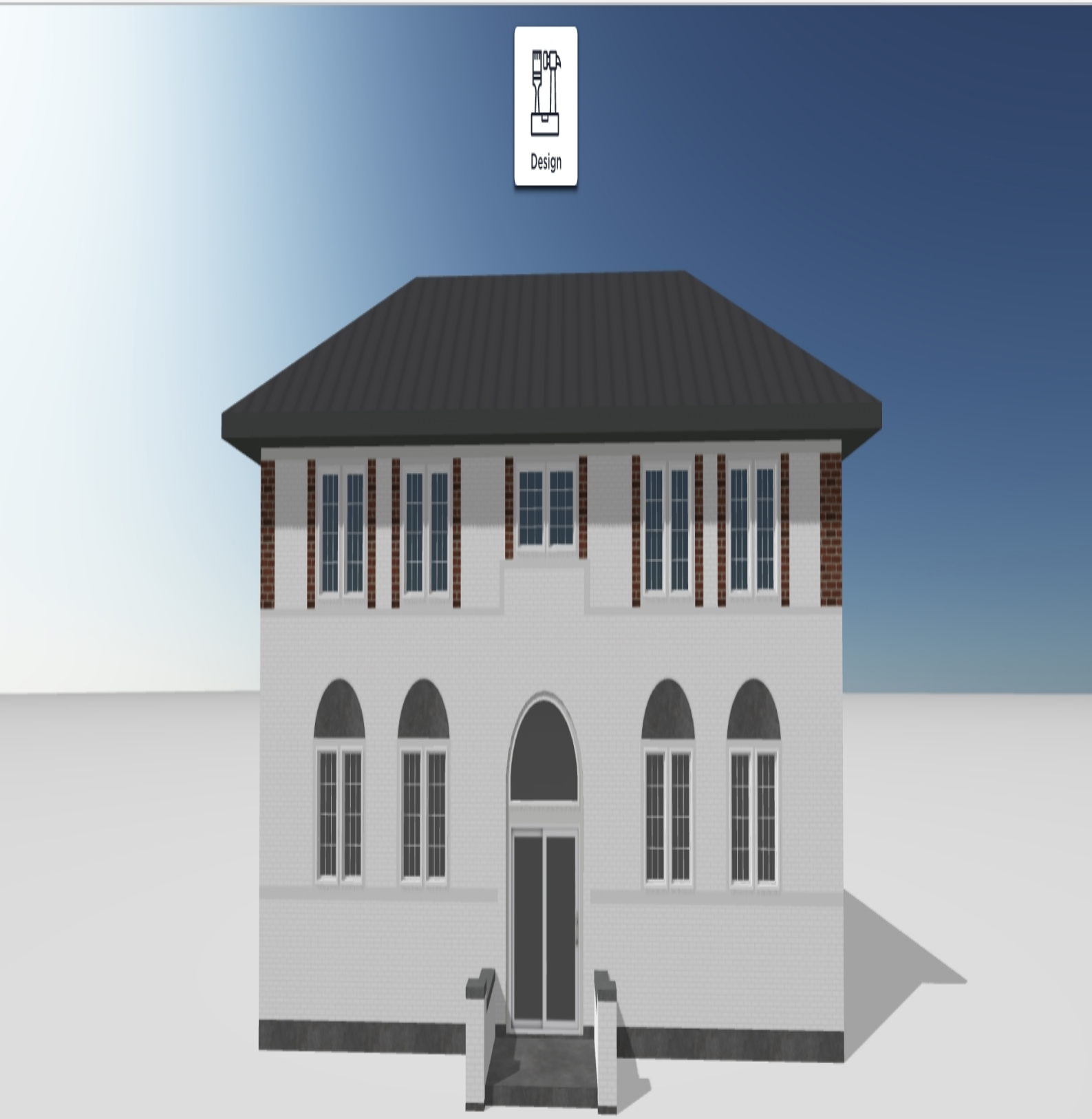
1 HOUR FIRE BARRIER BETWEEN SECOND FLOOR UNITS & ATTIC



SECOND FLOOR PLAN

SCALE 1/4" = 1'-0"

SEE FIRST FLOOR PLAN FOR ROOM SIZES



71°F
Partly sunny
Search
9:15 AM
5/30/2023

Legal Description

9,932 SQ FT PLAT OF ASTOR LOT 11 BLK 38 (Parcel #14-443)

0.077 AC M/L PLAT OF ASTOR W 56 FT OF LOT 1 BLK 38 (Parcel #14-427)

Applicant Narrative Describing Project

We are looking at converting this office building that has not been renovated since the mid 1970s to a luxury market rated 8 unit residential apartment complex. The building is currently 100% vacant and has been on the market for lease/sale for almost 2 years in an Office Residential zoned area.

The building requires much repair and the plan includes enhancements to the entire exterior of the building which will only contribute to the beauty and spirit of the downtown area. The building size will not be altered. The building will be upgraded to standard safety codes and be aesthetically pleasing which will only positively affect neighboring adjacent properties. Additionally, residential housing is a critical need to the city of Green Bay and this project contributes directly to this primary objective.

The property is currently located in an Office Residential zoning sector of the city. Zoning ordinance requires 2,000 sq. ft. of land per unit which makes the objective unattainable under current zoning regulations. If rezoned under D1 or Downtown District zoning, the proposed luxury 8 unit residential apartment complex becomes feasible.

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: 211 S Monroe Ave & 620 Doty Street

Parcel Number(s): 14-443, 14-427

Petitioner(s): Michael Merrick & John Salm Date: 06-15-2023

Email: merrickdevelopment@outlook.com Phone Number: 920-418-2630 or 920-475-8206

Address: PO Box 1026 City: Kaukauna State: WI Zip: 54130

Property Owner: Gage Williamson Phone Number: 920-213-8518

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

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

I, Michael Merrick & John Salm, respectfully request that the City of Green Bay take the following action:

- [x] 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: Gage Williamson Date: 6-15-23

Petitioner Signature(s): _____ John Salm

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.:_____

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 1, 2023	Jon LeRoy, Zoning Administrator

AGENDA ITEM # Q.5

The Plan Commission failed to pass motions to both deny and approve a Conditional Use Permit to allow a convenience store, drive through restaurant and fueling/gas/service station use within a Downtown (D1) district at 201 N Monroe Avenue, subject to the following conditions:
1. Developers must provide an Initial Review (IR) scoping document and an abbreviated Traffic Impact Analysis (TIA) report to address the proper number and location of access points for redevelopment. Developers shall engage with the Department of Public Works and Department of Community and Economic Development to create revised/final plans which satisfy both departments.
2. A photometric plan providing lighting must be submitted and approved by both the Department of Community and Economic Development and the Police Department.
3. A maximum of 3 gasoline fuel pumps (6 total gasoline stations (3 x 2 sides per pump)).
4. A minimum of 3 electric vehicle (EV) charging stations.
5. Compliance with all other regulations of the Green Bay Municipal Code.
(Public hearing held July 24, 2023)

BACKGROUND

Reason for Request: To permit the following uses within the D1 District: convenience store, drive through restaurant and fueling/gas/service station.

Surrounding Zoning and Land Uses:
SUBJECT: Downtown (D1) - Former Bank Building
NORTH: Public Institutional - Brown County Central Library
SOUTH: Low Density Residential (R1) - Single and Two Family Residential
EAST: Downtown (D1) - Surface Parking Lot
WEST: Downtown (D1) - Surface Parking Lot, Child Care Facility

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area as Downtown (DT)

Consistency Analysis: Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement. However, the proposed conditional use permit is consistent with the comprehensive plan. Both the comprehensive plan and zoning are consistently categorized.

Report: The subject property is located at 201 North Monroe Avenue, parcel 11-188. The property is the former Bank Mutual building. The bank has not been in operation for over five years. The 1.21 acre property is currently owned by Green Bay Retail Center, LLC and a proposed reuse of the site has been submitted to the City. Basudev Adhikari proposes reusing and remodeling the building and most of the existing outdoor infrastructure to create a development with three separate uses:
-Fast casual restaurant on the south end of the building. Likely an Indian restaurant.
-Office-shipping print retail store in the middle of the building. Likely a UPS Store.
-Convenience center with fueling stations at the north end of the building. These uses require a conditional use permit.

These uses are apart of an overall redevelopment of the site. An office supply retail store and restaurant are permitted to use. The question in front of this body is whether a conditional use permit is appropriate for the convenience store-gas station and drive-through restaurant within the D1 district.

A preliminary site plan is attached with this report. In the plan, the applicant envisions using much of the existing infrastructure, especially on the south end of the property. The north end of the site is where most of the change occurs. The overall building area is 8760 sf on the first floor and 4100 sf on the mezzanine/second floor. The applicant has not provided building elevations for the remodel, but the basic footprint of the building is generally consistent with D1 bulk requirements. Downtown zoning requires a maximum front setback of 15 feet from the right of way. The setback along Cherry Street to the existing building is approximately 18 feet from ROW. The setback along Pine Street is approximately 140 feet from the right of way, but this is the proposed area for gas pumps and parking. Parking minimums are not required in D1 zoning.

Convenience Store/Gas Station: Plans are not finalized, but the applicant envisions approximately 3500 square feet for c-store purposes inside of the building. In addition, two areas for automobile fueling would be added. Three gasoline pumps (serving 6 autos) are slated to be placed north of the c-store. Three individual EV charging stations are proposed to the west of the c-store, resulting in 9 total auto re-fueling spots.

Drive through restaurant: This use is conditional within the D1 district. The remodel of the site is making use of existing infrastructure within the site. While details are not fully known by the applicant as to the exact specifications of a restaurant use, the applicant envisions a fast casual restaurant on the southern half of the building. The existing building is the former Bank Mutual branch with a drive-through. The applicant seeks to potentially adapt the drive-through which existed for the bank and utilize it for restaurant use but does not have specific users for the restaurant at that time. Because the existing drive-through structure is in place and the site has historically had a drive-through used for banking, staff are in support of a conditional use granted for a future restaurant as the site is designed with a drive-through.

Downtown Green Bay is not lacking in gas stations. The east side has two existing stations while the west side has three. The total number of gas pumps at all five stations is 34 (17 individual pumps with fueling options on both sides of the pump). None of the existing gas stations offer electric vehicle charging. The last gas station addition to the market place was Kwik Trip on West Walnut in 2017.

In the review of the Conditional Use Permit (CUP), the Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider when reviewing a CUP:
(1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
(2) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
(3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
(4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
(5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
(6) Adequate parking facilities as specified in Article XVIII of this chapter.
(7) The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

Staff believes these uses can work within most of the seven standards but give special note to standard 5. Given the nature of the site having multiple entry points and the entire property being surrounded by right

of way (Monroe, Pine, Cherry, and service alley), special care must be taken to ensure safe access in and out of the facility. The existing alleyway is 12 feet. This is insufficient for two-way traffic, especially given the proposed 12 parking stalls (3 of which are EV stations) along the alley. The staff believes all entry points must be minimized to limited in size to reduce potential cross-traffic collision points between all forms of traffic on the streets. With this in mind, staff recommends a requirement of the developer to work with the Department of Public Works and provide an Initial review scoping document and an abbreviated Trafic Impact Analysis (TIA) report.

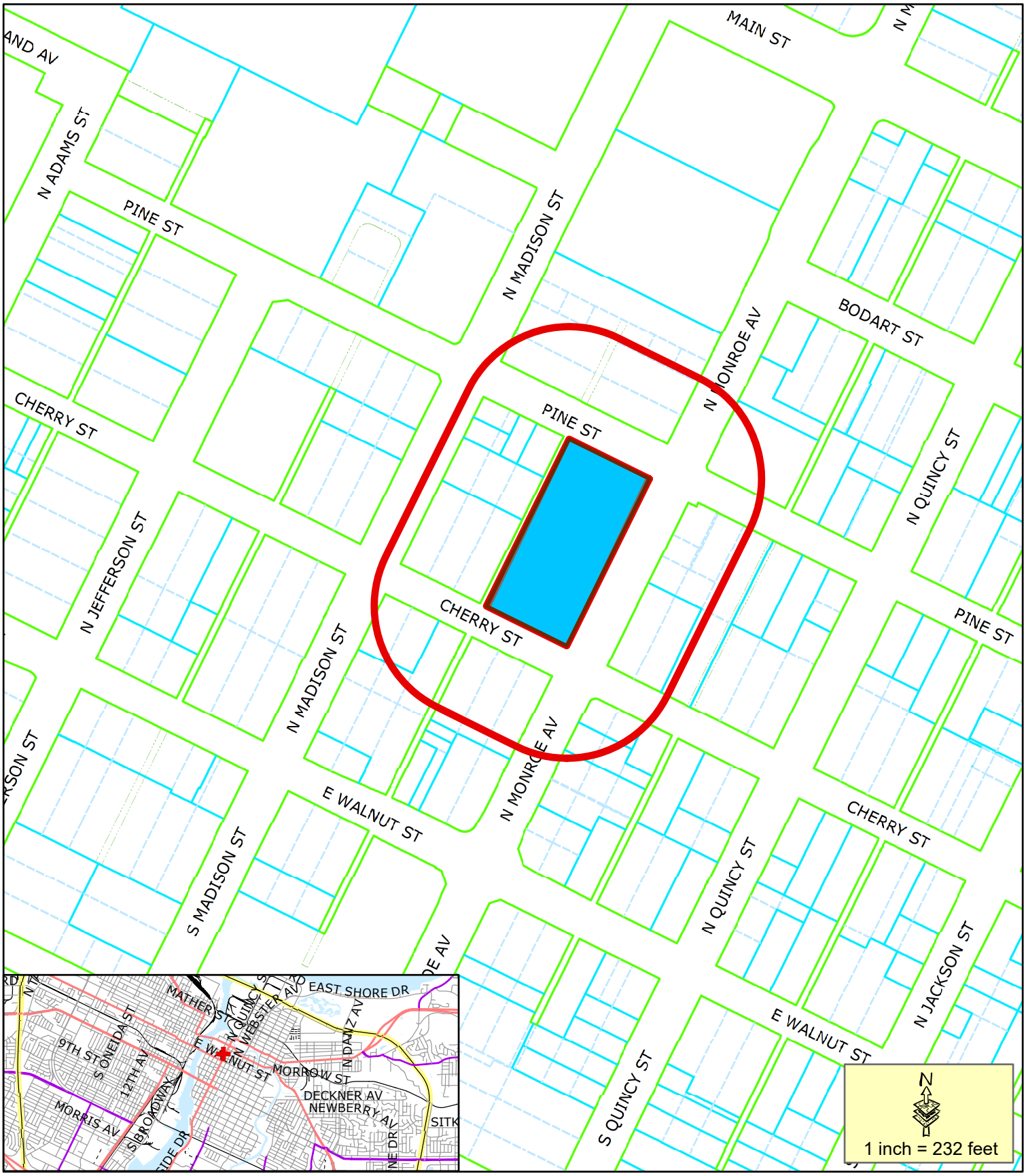
RECOMMENDATION

Approval of request, subject to:
1. Developers must provide an Initial Review (IR) scoping document and an abbreviated Traffic Impact Analysis (TIA) report to address the proper number and location of access points for redevelopment. Developers shall engage with the Department of Public Works and Department of Community and Economic Development to create revised/final plans which satisfy both departments.
2. A photometric plan providing lighting must be submitted and approved by both the Department of Community and Economic Development and the Police Department.
3. A maximum of 3 gasoline fuel pumps (6 total gasoline stations (3 x 2 sides per pump))
4. A minimum of 3 electric vehicle (EV) charging stations.
5. Compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. Property Map 23-25
2. ZP 23-25 Narrative
3. ZP 23-25 Site Plan Prelim Documents
4. ZP 23-25 Application
5. 23-25 M Trip Generation Forecast TIA Recommendation.djah (002)



Proposed CUP

200' Property Owner Notice

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

Conditional Use Permit Request (ZP 23-25)
Allow Convenience Store and Fueling/Gas/Service Station
Within a Downtown (D1) Zoning District
201 N Monroe Ave

Authentisign ID: 8689E0F2-EA15-EE11-A9B9-6045BDD47FEA

Green Bay Area Business Development LLC

June 28, 2023

Jon LeRoy
Zoning Administrator / Senior Planner
City of Green Bay
Department of Community & Economic Development

RE: Request for City Action Plan Commission
201 N Monroe Avenue, Green Bay, WI 54301

Dear Jon LeRoy and To Whom it May Concern:

I am writing to you as Basudev Adhikari, the sole member of the business entity, Green Bay Area Business Development LLC, to present a summary of the planned site development for the property located at 201 N Monroe Ave in Green Bay.

EXECUTIVE SUMMARY

Our proposal entails developing this site to include a clean, bright, and friendly convenience store on the north side of the building. We envision a BP gas station or a similar establishment in conjunction with the convenience store, situated nearest to Pine Street. This section will feature a canopy and three gas pumps, along with three electric vehicle (EV) charging stations. Additionally, we are proposing the addition of a UPS Store or a similar tenant in the center of the building's main floor. On the west side of the building, we plan to include a fast-casual restaurant, with its main entrance accessible from Cherry St. To facilitate these developments, we kindly request the widening of the Monroe Ave driveway access to 40' wide. Furthermore, we would appreciate an easement access into the property at the northwest corner to widen the alley access from Pine St. to 40' wide as well. These details are clearly marked on the attached site plan for your consideration.

1710 INDIANA AVENUE, SHEBOYGAN, WI 53081
T (920) 226-1786 E MISSIONBDA@GMAIL.COM

Authentisign ID: 8689E0F2-EA15-EE11-A9B9-6045BDD47FEA

In support of this planned development, we firmly believe that it will add significant value to the downtown community of Green Bay, complementing your ongoing efforts to enhance the area. We are confident that our proposal will be well-received by local businesses and residents alike. Moreover, we are excited to bring new employment opportunities to the community, with approximately 25 job positions available, and we are committed to providing high-quality convenience store services.

As for the upper and lower levels of the building, we intend to maintain them as office space and storage for the time being. However, they could be considered for future enhancements that would benefit the community.

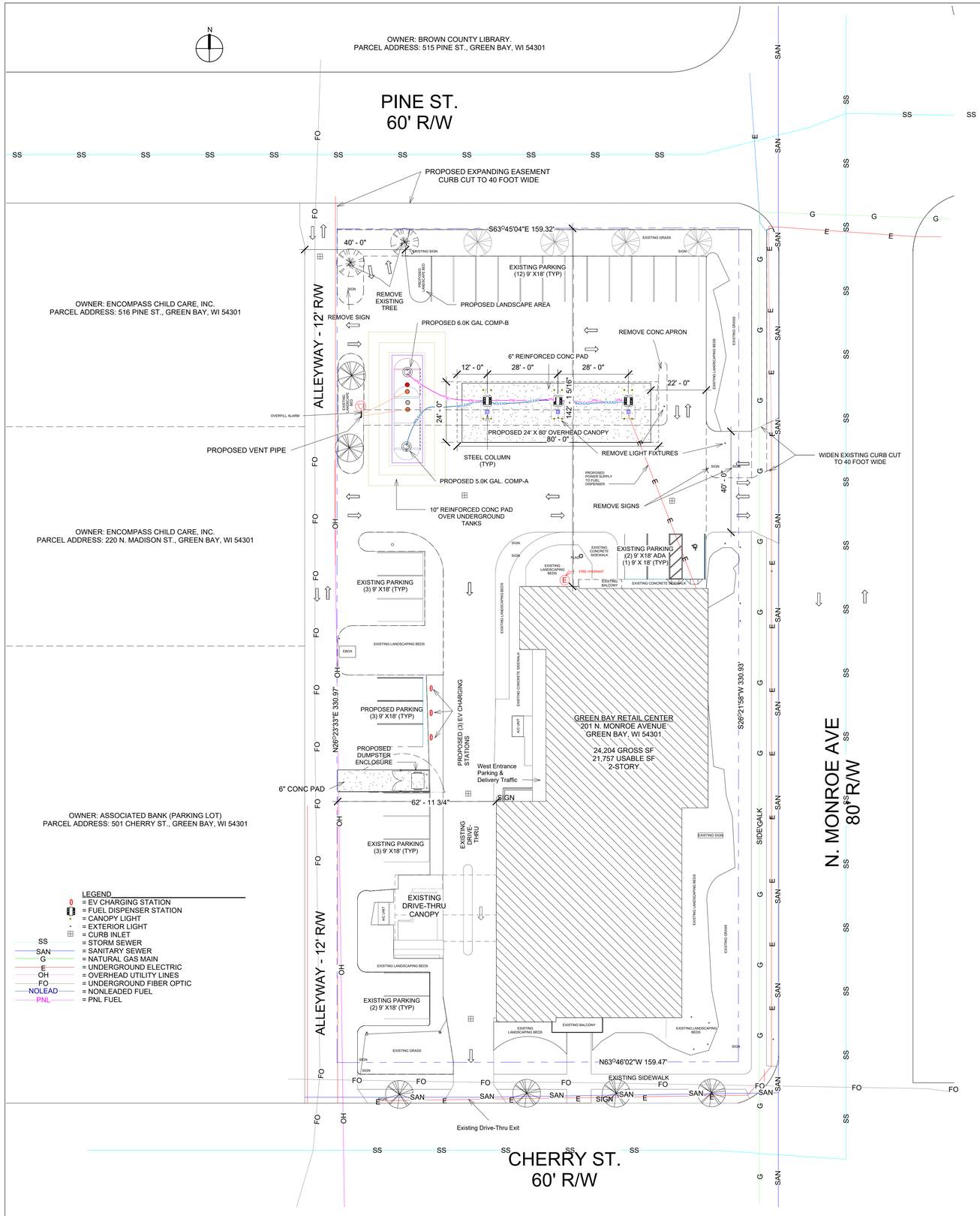
To further bolster our plan, I would like to share a few properties that I currently operate in the surrounding area. One such example is The Spice Bar & Restaurant located at 4604 Business Dr in Sheboygan, WI. Additionally, I oversee several convenient stores and gas stations, including the brand-new J-Mart and BP Gas Station, accompanied by a UPS Store, situated at 1441 N 26th St in Sheboygan, WI. Other examples include the 310Mobil located at 1108 Highway 310 Manitowoc, WI, and the Cherryland Shell located at 1331 Green Bay Rd in Sturgeon Bay. I would be delighted to provide further informationupon your request.

In closing, I would like to express my sincere appreciation for your time and consideration of my plan to revitalize the remarkable building at 201 N Monroe Ave. I eagerly look forward to collaborating with you to bring this plan to fruition.

Sincerely,
Green Bay Area Business Development, LLC

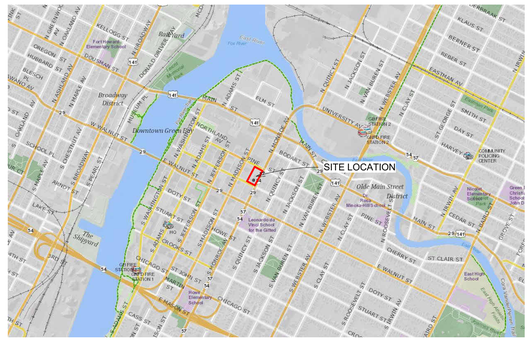
Authentisign
Basudev Adhikari

Basudev Adhikari
Member



1 Proposed Site Plan
3/64" = 1'-0"

201 N. MONROE AVENUE
GREEN BAY, WISCONSIN



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

LOTS FIVE HUNDRED TWENTY (520), FIVE HUNDRED TWENTY-ONE (521), FIVE HUNDRED TWENTY-TWO (522), FIVE HUNDRED FORTY-ONE (541), FIVE HUNDRED FORTY-TWO (542) AND FIVE HUNDRED FORTY-THREE (543), PLAT OF NAVARINO, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

Property Address: 201 North Monroe Ave.
Green Bay, WI 54301
Tax Key Number: 11-188

PROPERTY

PARCEL #:	11-188
ACRES:	1.209
ACRES (SF):	52,690
ZONING:	D1-DOWNTOWN
BUILDING AREA:	

FLOOR	GROSS (SF)	USABLE (SF)
LOWER LEVEL:	9,731	8,897
FIRST FLOOR:	9,763	8,760
MEZZANINE / 2ND FLOOR:	4,710	4,100
TOTAL AREA:	**24,204**	**21,757**

FLOOR AREA R/U RATIO: 1.11

PARKING:

CURRENT PARKING	PROPOSED PARKING
2 ADA PARKING SPACES	2 ADA PARKING SPACES
53 STANDARD 90° PARKING SPACES	25 STANDARD 90° PARKING SPACES
0 EV CHARGING PARKING SPACES	3 EV CHARGING PARKING SPACES
55 TOTAL PARKING SPACES	30 TOTAL PARKING SPACES

IMPERVIOUS SURFACE:

CURRENT	PROPOSED
AREA: 39,617 SF	AREA: 41,015 SF
PERCENTAGE: 75.19%	PERCENTAGE: 77.84%

USE:

CURRENT	PROPOSED
UNOCCUPIED / FORMER BANK FACILITY BUSINESS GROUP B	FUEL STATION WITH CONVENIENCE STORE MERCANTILE GROUP M SHIPPING & PRINT RETAIL STORE BUSINESS GROUP B RESTAURANT / TAVERN ASSEMBLY GROUP A-2

PROPOSED DEVELOPMENT

- INSTALL (3) DOUBLE SIDED FUEL DISPENSERS FOR A TOTAL OF (6) FUEL STATIONS
- 24' X 80' OVERHEAD CANOPY FOR FUEL DISPENSERS
- 6" REINFORCED CONCRETE PAD FOR FUEL DISPENSER AREA
- INSTALL 5.0K GALLON COMP-A UNDERGROUND STORAGE TANK
- INSTALL 6.05K GALLON COMP-B UNDERGROUND STORAGE TANK
- WIDEN EXISTING EASEMENT ALLEYWAY CURB CUT ALONG PINE STREET TO 40 FEET WIDE
- WIDEN EXISTING CURB CUT ALONG N. MONROE AVENUE TO 40 FEET WIDE
- DUMPSTER ENCLOSURE WITH CONCRETE PAD
- INSTALL (3) ELECTRIC VEHICLE (EV) CHARGING STATIONS

ProVisions
www.provisions.ws
6632 Telegraph Road, Suite 350
Bloomfield Hills, Michigan 48301
(248) 988-9341 Office
www.provisions.ws

Consultant
Address
Address
Phone
Fax
e-mail

Consultant
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Address
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Phone
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No.	Description	Date

201 N Monroe
Green Bay, WI

PROPOSED SITE PLAN

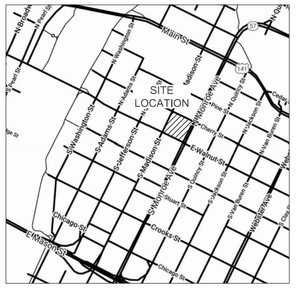
Project number	2023-CUR-Option1
Date	06.28.2023
Drawn by	K.B.
Checked by	Checker

A1

Scale 3/64" = 1'-0"

6/28/2023 3:24:40 PM

ALTA / NSPS LAND TITLE SURVEY



VICINITY MAP
NOT TO SCALE

BEARINGS ARE REFERENCED TO WisCRS BROWN COUNTY (2010) VERTICAL DATUM IS NAVD 88

DIGGERS HOTLINE

Toll Free (800)242-8511
Milwaukee Area (414)259-1181
Hearing Impaired TDD (800)542-2289
www.DiggersHotline.com
REGISTER'S HOTLINE TICKETS:
20214913384, 20214913385, 20214913389, 20214913391, 20214913397, 20214913398, 20214913404, 20214913405.

ALTHOUGH DIGGERS' HOTLINE WAS NOTIFIED THIS SURVEY DOES NOT GUARANTEE THAT ALL UTILITIES HAVE BEEN LOCATED ON SITE. SOME OF THE UTILITIES MAY HAVE BEEN DRAWN IN PER PLAN BASED ON MAPS RECEIVED FROM MEMBERS NOTIFIED. LACKING EXCAVATION THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

LEGEND

- = BENCH MARK
- = CONTROL POINT
- = 1 1/4" IRON PIPE O.D. FOUND OR AS NOTED
- = 1-1/4" O.D.x 18"LONG. IRON PIPE SET, WEIGHING 1.68 LBS./FT.
- = SECTION CORNER MON.
- (R.A.)= RECORDED AS
- O.D. = OUTSIDE DIAMETER
- = WATER VALVE
- = FIRE HYDRANT
- 970.90= SPOT ELEVATION
- = BUSH, SHRUB
- = POLE/POST/BOLLARD
- = BOULDER
- = PULLBOX
- (MH) = MANHOLE TYPE NOTED
- (SA) = SANITARY SEWER MANHOLE
- (ST) = STORM SEWER MANHOLE
- (E) = ELECTRIC MANHOLE
- (T) = TELEPHONE MANHOLE
- (W) = WATER MANHOLE
- = UTILITY METER
- (GUY) = GUY WIRE POLE
- = LIGHT POLE
- = PEDESTAL
- = POWER POLE
- = INLET
- = CURB INLET
- = GAS VALVE
- = LIGHT POLE WITH MAST
- = TREE (CONIFEROUS) DRIP LINE SCALABLE
- = TREE (DECIDUOUS) DRIP LINE SCALABLE
- (CO) = CLEANOUT
- (FLAG = FLAG POLE
- (MP = UTILITY MARKER POST
- = SIGN ON POST
- = UTILITY CONTROL BOX
- (VLV = UNKNOWN UTILITY VALVE
- FL. EL. = FIRST FLOOR ELEVATION
- = BUILDING OUTLINE
- = MINIMUM SETBACK
- 3 = MINOR CONTOUR
- 5 = MAJOR CONTOUR
- = FENCE
- = BEAM GUARD
- = CHAINLINK FENCE
- = WOODED AREA/SHRUB EDGE
- W = WATER MAIN
- SS = STORM SEWER
- SAN = SANITARY SEWER
- G = NATURAL GAS MAIN
- T = UNDERGROUND TELEPHONE
- E = UNDERGROUND ELECTRIC
- OH = OVERHEAD UTILITY LINES
- FO = UNDERGROUND FIBER OPTIC
- TV = UNDERGROUND CABLE TV
- C = COMMUNICATION CONDUIT
- = ASPHALT SURFACE
- = CONCRETE SURFACE
- = WETLANDS

OWNER: BROWN COUNTY LIBRARY
PARCEL ADDRESS: 515 PINE ST.,
GREEN BAY, WI 54301

OWNER: ENCOMPASS CHILD CARE INC.
PARCEL ADDRESS: 516 PINE ST.,
GREEN BAY, WI 54301

OWNER: ENCOMPASS CHILD CARE INC.
PARCEL ADDRESS: 220 N. MADISON ST.,
GREEN BAY, WI 54301

OWNER: ASSOCIATED BANK
(PARKING LOT)
PARCEL ADDRESS: 501 CHERRY ST.,
GREEN BAY, WI 54301

PINE ST.
60' R/W

CHERRY ST.
60' R/W

N. MONROE AVE.
80' R/W

ALLEYWAY - 12' R/W

ASSOCIATED BANK
201 N. MONROE AVE.,
GREEN BAY, WI 54301

ATM DRIVE CANOPY

ARROWBOLT
ELEV: 590.00

SSMH RIM 587.71
30"E IE 580.31 RCP
1X24"W IE 580.31 CMP
STRU: CC

INL RIM 588.24
10"N IE 585.39 CMP
STRU: CC

RIM 586.67
12"N IE 582.77 PVC
STRU: CC

SSMH RIM 587.59
54"N-S IE 579.09 RCP
STRU: CC

INL RIM 586.91
12"S IE 582.21 PVC
STRU: CC

INL RIM 586.77
12"S IE 581.87 PVC
STRU: CC

SSMH RIM 587.41
30"W IE 581.21 RCP
12"N-S IE 581.41 RCP
RINGS: 2 - 8" CONC
STRU: CC
STAIRS: FAIR

SSMH RIM 586.93
8"W IE 575.49
8"SE IE 575.44
STRU: CC
STAIRS: FAIR

INL RIM 586.75
12"N IE 582.75 PVC
12"S IE 582.60 PVC
STRU: CC

INL RIM 586.74
STRU: CC

INL RIM 586.82
STRU: CC

INL RIM 587.38
12"E IE 582.23 PVC
STRU: CC

INL RIM 589.07
6"S IE 586.12 PVC
6"SE IE 586.02
STRU: CC

INL RIM 587.44
8"S IE 585.78 PVC
TOP ICE 585.78
STRU: CC

RIM 588.48
6"E IE 584.30 RCP
TOP ICE 585.78
STRU: CC

INL RIM 588.83
10"S IE 585.88 CMP
STRU: CC

INL RIM 588.70
6"SW IE 584.14 RCP
TOP ICE 584.00
STRU: CC

RIM 588.78
12"W IE 583.48 RCP
12"E IE 583.58 RCP
10"N IE 584.16 CMP
10"S IE 584.08 RCP
RINGS: 2 - 6" CONC
STRU: CC
STAIRS: FAIR

INL RIM 587.81
12"S IE 583.76 PVC
STRU: CC

SAMH RIM 587.97
6"N IE 576.77
8"S,W IE 576.79
STRU: CC
STAIRS: FAIR

SSMH RIM 588.72
12"E-W IE 583.57 RCP
12"S IE 583.72 RCP
RINGS: 1 - 6" CONC
STRU: CC
STAIRS: POOR

SSMH RIM 588.30
12"W IE 583.75 PVC
12"N-S IE 583.80 PVC
RINGS: 1 - 2" CONC
STRU: CC
STAIRS: FAIR

INL RIM 587.97
12"N IE 583.97 PVC
STRU: CC

SSMH RIM 588.37
24"N-S IE 579.37 RCP
STRU: CC

N26°21'33"E 330.97'
S26°21'55"W 330.93'
S63°45'04"E 159.32'
N63°46'02"W 159.43'
S26°13'58"W 19.58'

LEGAL DESCRIPTION:

PROVIDED PER FIRST AMERICAN TITLE INSURANCE COMPANY
FILE #:NCS-1077605-MKE, EFFECTIVE DATE: JULY 09, 2021

LOTS FIVE HUNDRED TWENTY (520), FIVE HUNDRED TWENTY-ONE (521), FIVE HUNDRED TWENTY-TWO (522), FIVE HUNDRED FORTY-ONE (541), FIVE HUNDRED FORTY-TWO (542) AND FIVE HUNDRED FORTY-THREE (543), PLAT OF NAVARINO, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

For informational purposes only:
Property Address: 201 North Monroe Ave. Green Bay, WI 54301
Tax Key Number: 11-188

SCHEDULE B-II NOTES:

PROVIDED PER FIRST AMERICAN TITLE INSURANCE COMPANY
FILE #:NCS-1077605-MKE, EFFECTIVE DATE: JULY 09, 2021

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.

2. Easements, claims of easements or encumbrances that are not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.

9. Liens or deferred charges not shown on the tax roll or disclosed by special assessment or utility letters for all infrastructure utilities regarding installation, connections, repair, re-routing or replacement of, including but not limited to, water and sewer laterals, mains, service pipes, storm sewers or sanitary sewers.

10. Comprehensive Redevelopment Plan Green Bay, Wisconsin Central Business District recorded April 25, 1980 in Jacket 3979, Image 15, as Document No. 938801 (as to lots 520, 521 and 522).

11. Notice of Contamination to Property recorded February 5, 2002 as Document No. 1878437 (as to Lot 543).

ITEMS #4, 5, 6, 7, 8, 12, & 13 NOT SURVEY RELATED

SURVEYORS NOTES:

Based on Flood Insurance Rate Map, the area included within the boundary of this ALTA/NSPS Land Title Survey falls within Zone "X", area of minimal flood hazard.

SURVEYOR'S CERTIFICATE:

To:
1. First American Title Insurance Company
2. Associated Bank, National Association,

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, 4, 5, 7(b)(1), 8, 11, 13, and 19 of Table A thereof. The fieldwork was completed on January 18, 2022.

Dated this 25th day of JANUARY, 2022.

Brian E. Sandberg
S-2500
January 25, 2022

FILENAME: S:_SiteDsgn\Rinka Chung Architects\220152 AB 201 Monroe Ave Green Bay\Survey\DWG\220152_PLAT.dwg

kapur
7711 N. Port Washington Road
Milwaukee, Wisconsin 53217
kapurinc.com

PROJECT:
ASSOCIATED BANK - MONROE AVE. GREEN BAY

LOCATION:
201 NORTH MONROE AVENUE, GREEN BAY, WI 54301

CLIENT:
RINKA+

RELEASE:
01

REVISIONS:

#	DATE	DESCRIPTION
01	12/24/22	PLAT
####	####	####
####	####	####
####	####	####
####	####	####
####	####	####
####	####	####

NORTH ARROW:

SCALE: 1" = 20'
0 10 20 40

SEAL:
WISCONSIN
BRIAN E. SANDBERG
S-2500
PORT WASHINGTON
Wisconsin
LAND SURVEYOR

all in

SHEET:
ALTA / NSPS LAND TITLE SURVEY

PROJECT MANAGER:	B.S.
PROJECT NUMBER:	220152
DATE:	01/24/2022

SHEET NUMBER:
01

Authentisign ID: 8689E0F2-EA15-EE11-A9B9-6045BDD47FEA

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: 201 North Monroe Avenue, Green Bay, Wisconsin

Parcel Number(s): 11-188

Petitioner(s): Green Bay Area Business Development, LLC Date: 06/28/2023

Email: missionbda@gmail.com ; mwikol@provisions.ws Phone Number: 920-226-1786

Address: 1710 Indian Avenue City: Sheboygan State: WI Zip: 53081

Property Owner: Green Bay Retail Center, LLC Phone Number: 248-988-9341

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, Basudev Adhikari, 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 AdministrationFee)
- ☐ Vacate a Street/Alley/Pedestrian Way ($300.00 AdministrationFee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way ($300.00 AdministrationFee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments ($275.00 Review Fee)
- ☐ Other ($200.00 Administration Fee): _____

Owner Signature: Authentisign Date: 06/28/2023

Petitioner Signature(s): Basudev Adhikari 06/28/23

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.:_____

Public Works Department
100 North Jefferson Street • Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

MEMORANDUM

To: Director Steve Grenier, P.E.
Zoning Administrator and Senior Planner Jon LeRoy

From: Traffic Engineer David J.A. Hansen, P.E., PTOE

Re: Preliminary Trip Generation Forecast & Site Plan Review
201 N Monroe Ave (Pine-Monroe-Cherry)
ProVisions dba Green Bay Area Business Development, LLC

Date: Wednesday, July 19, 2023

This memorandum serves as my initial assessment of the proposed referenced development based on the plan set provided by Jon LeRoy on Friday, July 14, 2023.

ITE Trip Generation
The assumed land uses are:

1. 932 High-Turnover Sit-Down Restaurant. The letter provided by the developer referenced the restaurant portion as "fast casual". Although ITE has a land use code for fast casual, it only has one data point. ITE cautions the use of small sample size data sets. Therefore, similar ITE Land Use Code 932 was used, which has a high sample size. The overall usable building size is 8,760 SF. No land use splits were provided so I estimated 35%, 3,066 SF.
2. 945 Convenience Store/Gas Station. I estimated 45% of the overall usable building size to this land use, which is 3,942 SF. The ITE Trip Generation Manual (TGM) asks for the number of vehicle fueling positions (VFP) based on usable square footage, which was 6 VFP.
3. 920 Copy, Print, and Express Ship Store. I estimated 20% of the overall usable building size which is 1,752 SF.

Pass-by trips were estimated using a weighted average based on square footage and highest values that WisDOT allows, meaning it is likely that traffic volumes will be higher. Linked trips were estimated at 10%. No adjustments were made to pass-by trips since they did not exceed the maximum.

Figure 1 – Trip Generation Estimates, 201 N Monroe Ave Redevelopment

Weekday, Peak Hour of Generator

Land Use	ITE Code	1,000 SF GFA or Vehicle Fueling Positions	Weekday Daily Trips (Rate)	Weekday AM Peak Hour In % (Trips)	Weekday AM Peak Hour Out % (Trips)	Weekday AM Peak Hour Total Rate (Trips)	Weekday PM Peak Hour In % (Trips)	Weekday PM Peak Hour Out % (Trips)	Weekday PM Peak Hour Total Rate (Trips)
High-Turnover Sit-Down Restaurant	932	3.07	329 107.20	24 57%	18 43%	42 13.68	27 51%	24 49%	51 16.35
Convenience Store / Gas Station	945	6.00	1,591 265.12	50 50%	49 50%	99 16.46	58 50%	57 50%	115 19.13
Copy, Print, and Express Ship Store	920	1.75	71 40.00	8 51%	7 49%	15 8.12	10 43%	12 57%	22 12.30
Total Generated Trips			1,991	82	74	156	95	93	188
Linked Trips			(200)	(9)	(8)	(16)	(10)	(10)	(19)
Total Driveway Trips			**1,791**	**73**	**66**	**140**	**85**	**83**	**169**
Pass-by Trips			(712)	(30)	(27)	(56)	(34)	(33)	(68)
Total Pass-by Trips			(712)	(30)	(27)	(56)	(34)	(33)	(68)
Total New or Added Trips			**1,079**	**43**	**39**	**84**	**51**	**50**	**101**

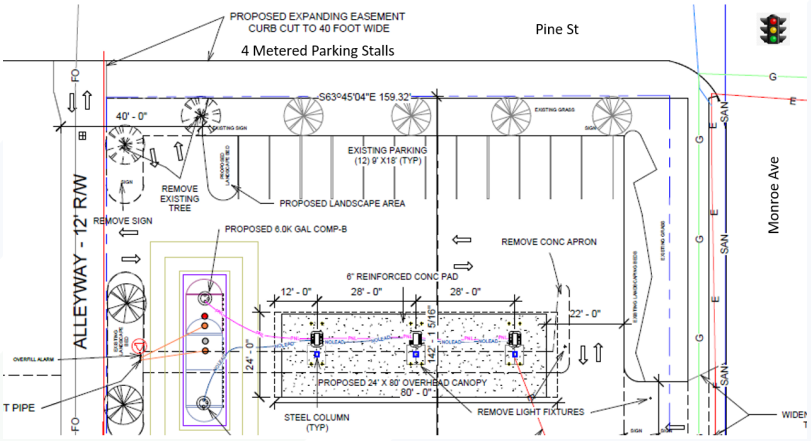
Notes:				
	ADT =	8,900	Linked Trips =	10%
	PHV (10% ADT) =	890	Pass-by Trips =	40%
	Max Pass-by (10% of PHV) =	89		
	AM Peak Pass-by =	56		
	PM Peak Pass-by =	68		
	Is *any* peak pass-by > *max* pass-by?	No	(If Yes, then decrease percentage of pass-by trips)	

Site Plan Review

The following comments are based on the preliminary site plan submitted by ProVisions.

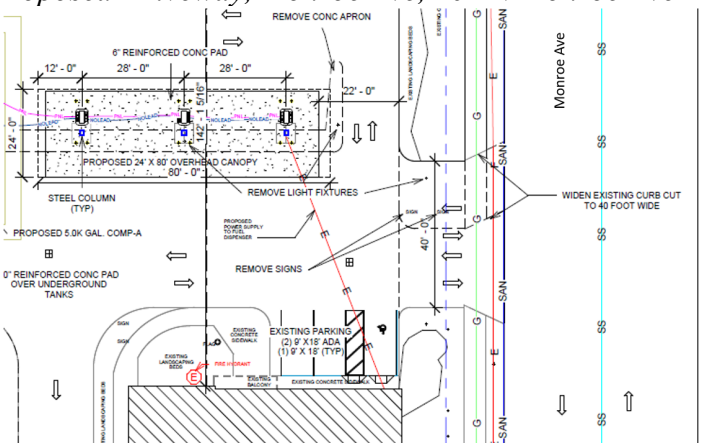
1. Pine St Driveway Access. The developer is proposing a 40 ft wide driveway access contiguous to and east of the existing alleyway access roughly midblock on Pine St between Madison St and Monroe Ave. The total driveway width including alleyway would be 40 ft. As a result, a minimum of one metered on-street parking stall would be eliminated, and likely based on the forecasted traffic volumes and movements, the remaining three metered stalls would need to be removed. Removing all metered parking on the S side of Pine St between the alleyway and Monroe Ave would allow for the increased eastbound right turn movements at the signalized intersection with Monroe Ave. The developer is also proposing alternating two ingress and two egress movements, which would compromise motorist and pedestrian safety at the alleyway and driveway. See Figure 2.

Figure 2 – Proposed Driveway at Pine St Alleyway, 201 N Monroe Ave Redevelopment



2. Monroe Ave Driveway Access. The 40 ft driveway access is unnecessarily wide, especially given the number of estimated driveway trips and the number of site access points. Also, not sure if the ingress and egress lane designations are accurate, as again, alternating the ingress-egress patterns is not a safe traffic pattern.

Figure 3 – Proposed Driveway, Monroe Ave, 201 N Monroe Ave Redevelopment



3. Number of Site Access Points. As proposed, there are four two-way driveway access points (two to streets, and two to alleyway) and one one-way street egress only driveway access point. Having this many access points creates an unnecessary number of conflict points with public street right-of-way. Two driveways are non-compliant with the proper functional areas of the Monroe-Pine intersection, as they are less than the needed 200 ft of separation distance.

Conclusions

See Figure 3 for the conclusions based on the trip generation estimates and TGM criteria. Additionally, the proposed non-compliant driveway access points should be addressed in future IR and TIA documents.

Figure 3 – Trip Generation Conclusions, 201 N Monroe Ave Redevelopment

Should a Traffic Impact Analysis (TIA) Be Prepared For This Development?

Criteria	Minimum Level	Forecasted Minimum	Forecasted Maximum	Does Forecasted Values Exceed Minimum Level?
100 or more new or added vehicle trips to or from the site during the adjacent roadways' peak hour or the development's peak hour	100	84	101	**YES**
50 new vehicle trips exiting the development in any 1 hour	50	39	50	**NO**
750 trip ends in an average day	750	1079	1079	**YES**

If at least one of the above criteria is met, then DPW should recommend a TIA be prepared by the developer.

Recommendations

The developer should prepare an Initial Review (IR) scoping document and an abbreviated Traffic Impact Analysis (TIA) report, which should address the proper number and location of access points for this redevelopment site.

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 1, 2023	Jon LeRoy, Zoning Administrator

AGENDA ITEM # Q.6

To approve a Conditional Use Permit (CUP) at 3102 S Sandstone Court to construct a two-family dwelling, semi-detached in a Low-Density Residential (R1) zoning district, subject to compliance with all of the regulations of the Green Bay Municipal Code. (Public hearing held July 24, 2023)

BACKGROUND

Reason for Request: To authorize a Conditional Use Permit for a two-family semi-detached residence within a Low Density Residential (R1) district at 3102 S Sandstone Court, submitted by Shane Renard of NxGen Investments LLC, applicant and property owner. (Ald. J. Brunette, District 12)

Surrounding Zoning and Land Uses:
SUBJECT: Low Density Residential (R1) - Undeveloped
NORTH: Low Density Residential (R1) - Undeveloped Lot, Single Family Residential
SOUTH: Low Density Residential (R1) - Undeveloped Lot
EAST: Low Density Residential (R1) - Undeveloped Lot, Single Family Residential
WEST: Low Density Residential (R1)/Conservancy (C) - Undeveloped Lot and Green Space

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area as Low Density Residential.

Consistency Analysis: Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is consistent with the comprehensive plan. The proposed use of the subject property requests the creation of two family residential buildings on a corner lot.

Report: The subject property is parcel 6H-4425, a corner lot at the intersection of Sandstone Place and S Sandstone Court. Developers NxGen Investments intend to construct a two-family duplex on the property. The subject property is an undeveloped lot in the Sand Ridge Park South First Addition subdivision. The parcel is a corner lot as the north-south Sandstone Place turns into the cul-de-sac east-west Sandstone Court. The parcel is 0.28 acres and is apart of a newer subdivision with many undeveloped lots remaining along Sandstone Court.

This parcel was subject to a conditional use permit request in 2021 for a duplex use within an R1 district. This CUP was approved. However, development did not occur over the following 12 months and the CUP expired. This new CUP shows a duplex which is quite similar in layout and form in comparison to what was approved in 2021. The two-family residence proposes entrances off both Sandstone Place and Sandstone Court.

Enclosed renderings of the residence show an architectural design which is complementary in nature to other new homes being built in the neighborhood. In review of the submitted drawings, the foundational plan does not exactly match each of the drawings. This must be addressed by the applicants during a final site plan review with the city in which they would need to comply with all bulk requirements for corner lots within an

R1 district.

In the review of the Conditional Use Permit (CUP), the Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider when reviewing a CUP:
(1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
(2) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
(3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
(4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
(5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
(6) Adequate parking facilities as specified in Article XVIII of this chapter.
(7) The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

The staff believes a two-family semi-detached residence can fit in well with the growing neighborhood. The staff believe this type of use is fairly typical within a new subdivision, especially in a corner lot. The use brings a limited mix to the low-density neighborhood, expanding options for future residents of the area.

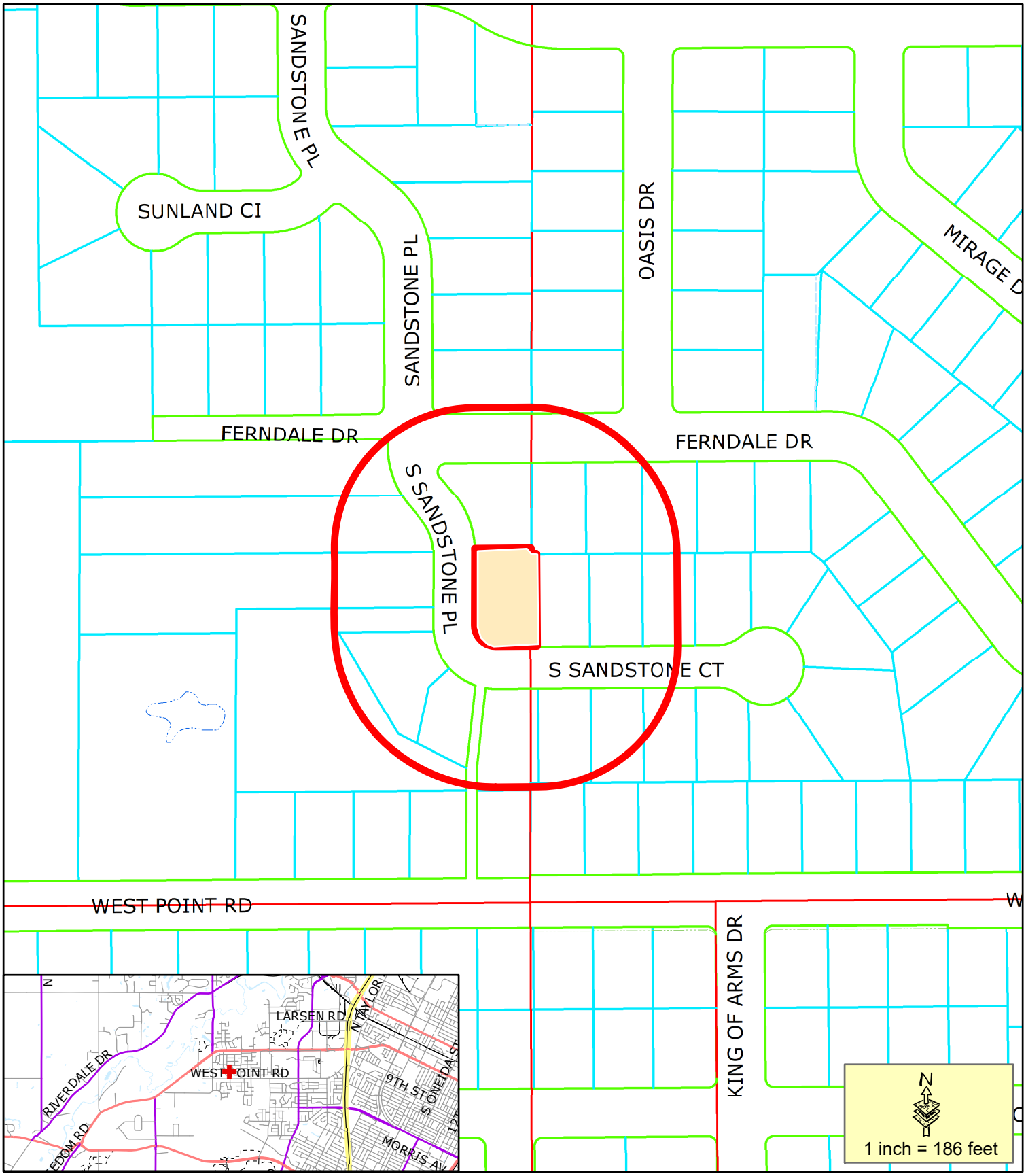
RECOMMENDATION

Approval of the request, subject to compliance with all of the regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. Property Map 23-27
2. ZP 23-27 Application Page
3. ZP 23-27 Submitted Information



Proposed Conditional Use Permit

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 JL

Rezone Request (ZP 23-27)
Request for a
Conditional Use Permit for Duplex
3102 S Sandstone

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: 3102 S. Sandstone Crt Green Bay WI 54313

Parcel Number(s): 6H-4425

Petitioner(s): NxGen Investments LLC Date: 6-23-23

Email: renardrealtygb@gmail.com Phone Number: 920.606.4436

Address: 1255 Scheuring Rd. DePere WI 54115 Suite C City: DePere State: WI Zip: 54115

Property Owner: NxGen Investments LLC - Shane J. Renard Member Phone Number: 920.606.4436

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, Shane J. Renard - Member of NxGen Investments LLC, respectfully request that the City of Green Bay take the following action:

- [ ] Rezone Property ($375.00 Review Fee)
- [x] 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)
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- [ ] Approve Final Condominium Plat ($150.00 Review Fee)
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- [ ] Development District Map Amendment ($200.00 Administration Fee)
- [ ] Official Map Amendment ($200.00 Administration Fee)
- [ ] Plat of Right-of-Way ($200.00 Administration Fee)
- [ ] Discontinue a Public Utility Easement ($200.00 Administration Fee)
- [ ] Street Name Change ($200.00 Administration Fee)
- [ ] Declare City Property "City Surplus" ($200.00 AdministrationFee)
- [ ] Vacate a Street/Alley/Pedestrian Way ($300.00 AdministrationFee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Closure of Street/Alley/Pedestrian Way ($300.00 AdministrationFee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Comprehensive Plan Amendments ($275.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

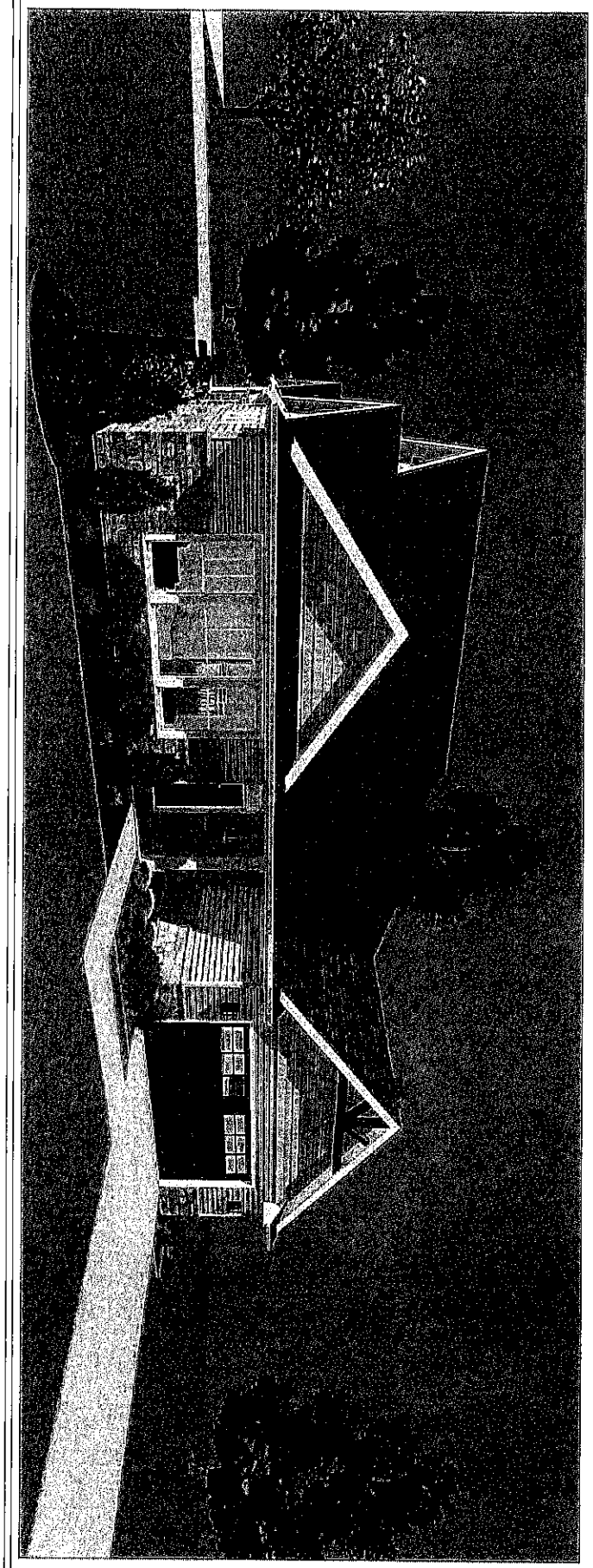
Owner Signature: _____ Date: 6-23-23

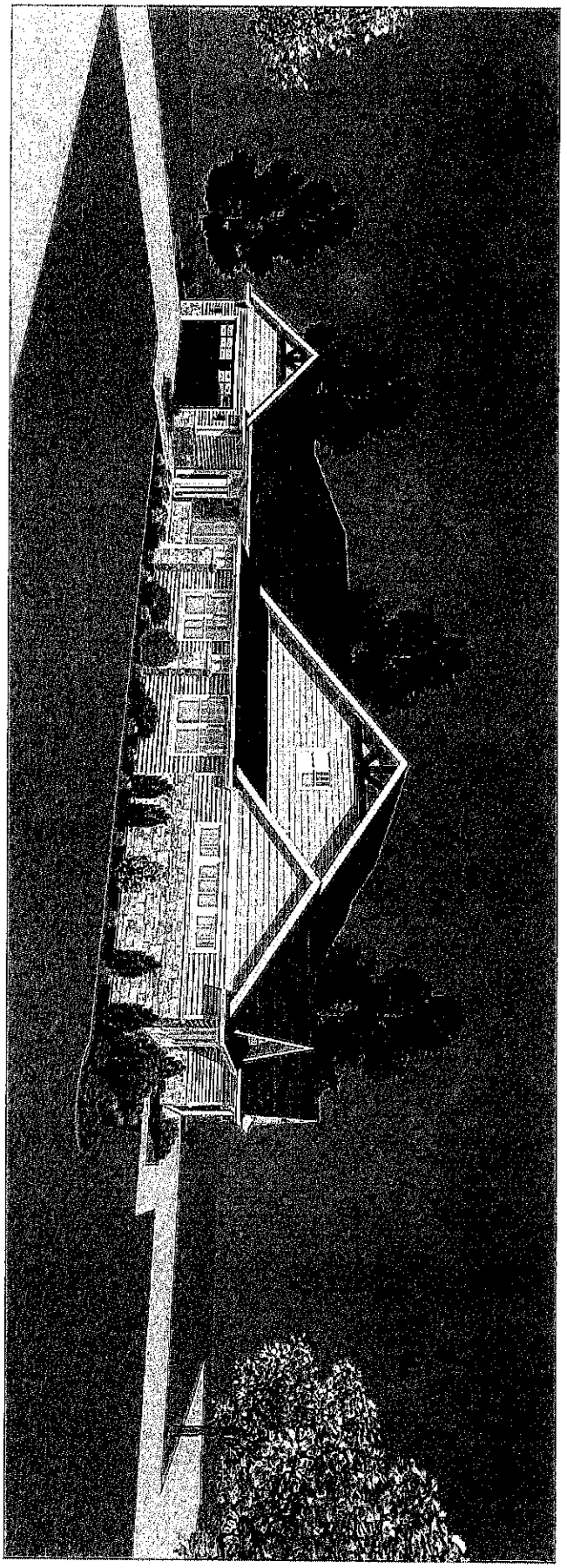
Petitioner Signature(s): _____

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.:_____





PAGE: 1

SCALE:

DATE: 5/31/2022

DRAWINGS DESIGNED FOR:

Renard Twindo Design

James Kassner Construction

2339 Cedar Ridge, Green Bay, WI 54313

920-494-2364

IMPORTANT NOTE

IT IS ADVISED THAT ALL THROUGH OUT EVERY PHASE OF DESIGN AND IN PREPARING AND CHECKING THESE PLANS NOTE AGAINST THE GENERAL CONTRACTOR / OWNER MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY ERRORS AND OMISSIONS.

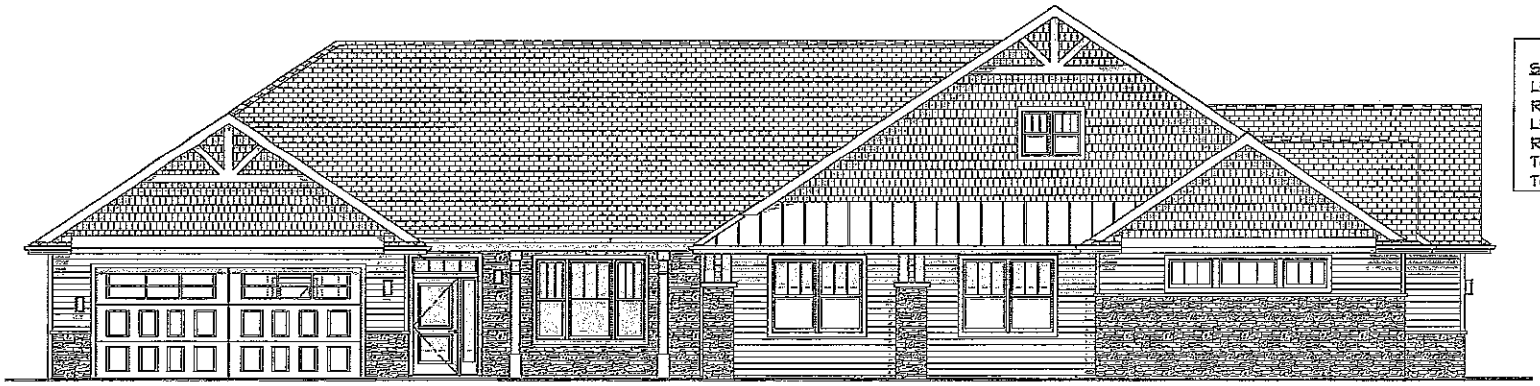
IT IS ADVISED THAT ALL THROUGH OUT THE PROGRESS OF SAFETY AND PROFESSIONAL PRACTICES GOOD AND LARGE DRAWINGS FOR FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS

WARNING!

COPYRIGHTED PLANS!

THESE PLANS ARE THE SOLE PROPERTY OF JAMES KASSNER CONSTRUCTION INC. ANY ACTION TAKEN OR USE WITHOUT WRITTEN CONSENT SHALL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW

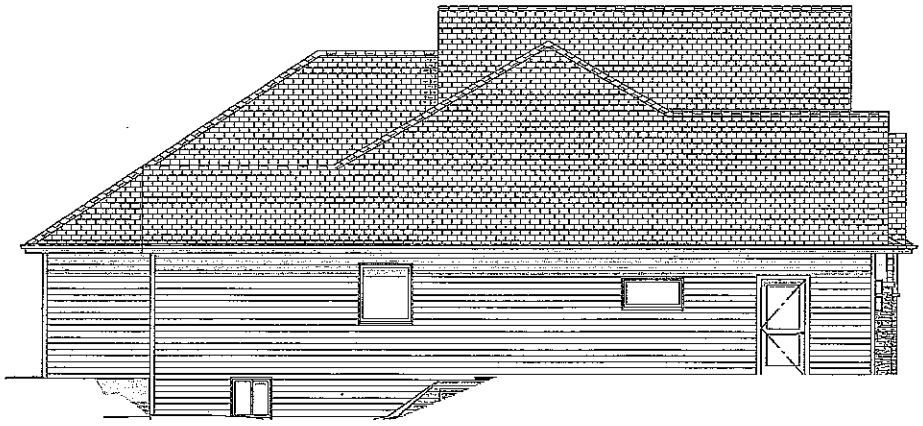
James Kassner construction



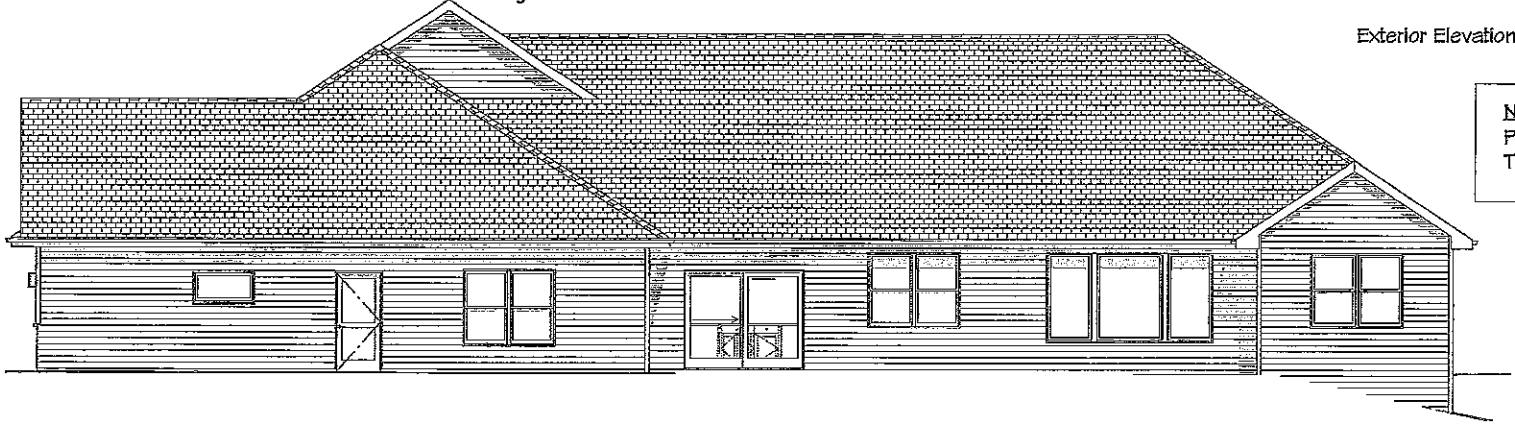
Exterior Elevation Front 3

SQUARE FOOTAGE
LEFT UNIT: 1,342
RIGHT UNIT: 1,960
LEFT GARAGE: 563
RIGHT GARAGE: 650
TOTAL LIVING SPACE: 3,302
TOTAL GARAGE: 1,213

Exterior Elevation Right 3



Exterior Elevation Left



Exterior Elevation Back 2

NOTE:
PLAN DESIGN FOR TWO-UNIT
TWINDOMINIUM STRUCTURE

RESERVED COPYRIGHT PLANS
IMPORTANT NOTE
IT IS AGREED THAT, IN ACCEPTING THIS RESEARCH
IN PREPARING AND USING THESE PLANS (SPECIFICATIONS)
THE PURCHASER AGREES TO USE THEM SOLELY FOR
CONSTRUCTION AND IN STRICT ACCORDANCE WITH
THE DESIGNS, DETAILS AND SPECIFICATIONS CONTAINED IN THEM.
THE PURCHASER ACKNOWLEDGES THAT THE DESIGNS, DETAILS AND
SPECIFICATIONS CONTAINED IN THESE PLANS ARE THE PROPERTY OF
THE DESIGNER AND ARE PROTECTED BY COPYRIGHT LAWS.
THE PURCHASER AGREES THAT THE DESIGNS, DETAILS AND SPECIFICATIONS
CONTAINED IN THESE PLANS WILL NOT BE USED IN ANY MANNER
WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF THE DESIGNER.
ALL RIGHTS RESERVED

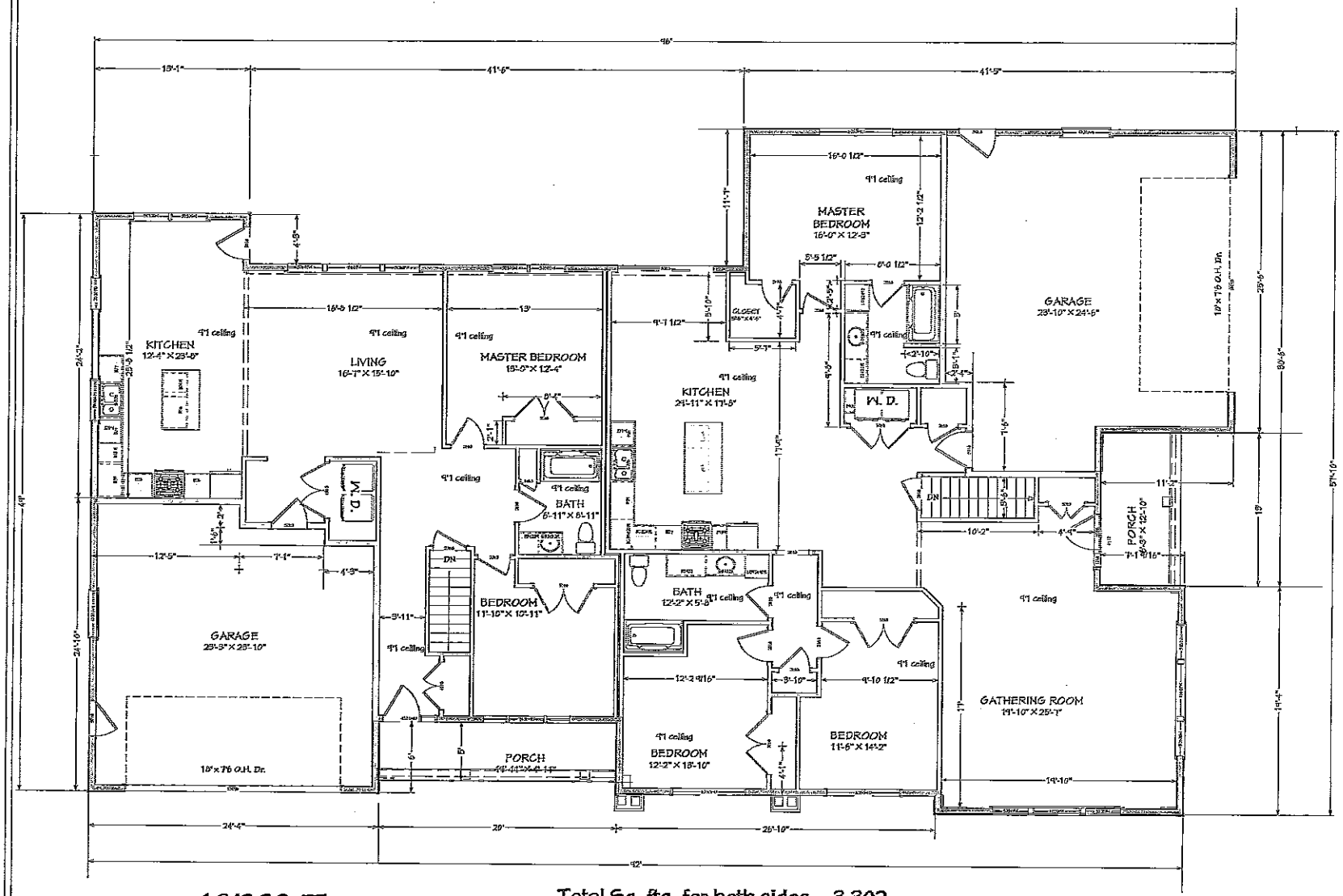
James Kassner Construction
2339 Cedar Ridge, Green Bay, WI 54313
920-494-2364

DRAWINGS DESIGNED FOR:
Renard Wirdo Design

DATE:
5/31/2022

SCALE:
Scale 1/4'

PAGE:
2



1,342 SQ. FT.

Total Sq. ftg. for both sides 3,302

1,960 SQ. FT.

2/1

3/2

NOTE:
ALL WINDOW AND DOOR R.O HEIGHTS PER BUILDER REQUEST

NOTE:
KITCHEN LAYOUT IS CONCEPTUAL CONSULT CABINET DESIGNER FOR EXACT CABINET AND APPLIANCE SIZES AND LOCATIONS

NOTE:
WALL BRACING PLANS NOT PROVIDED. FINAL WALL BRACING PLANS TO BE PROVIDED BY OWNER FROM LICENSED ENGINEER.

NOTE:
EXTERIOR DIMENSIONS ARE SHOWN TO REFLECT HOUSE FRAMING WALLS HELD OUT 1/2" FOR EXTERIOR WALL SHEATHING TO FLUSH OUT WITH 1" FOUNDATION FORM.

1st Floor

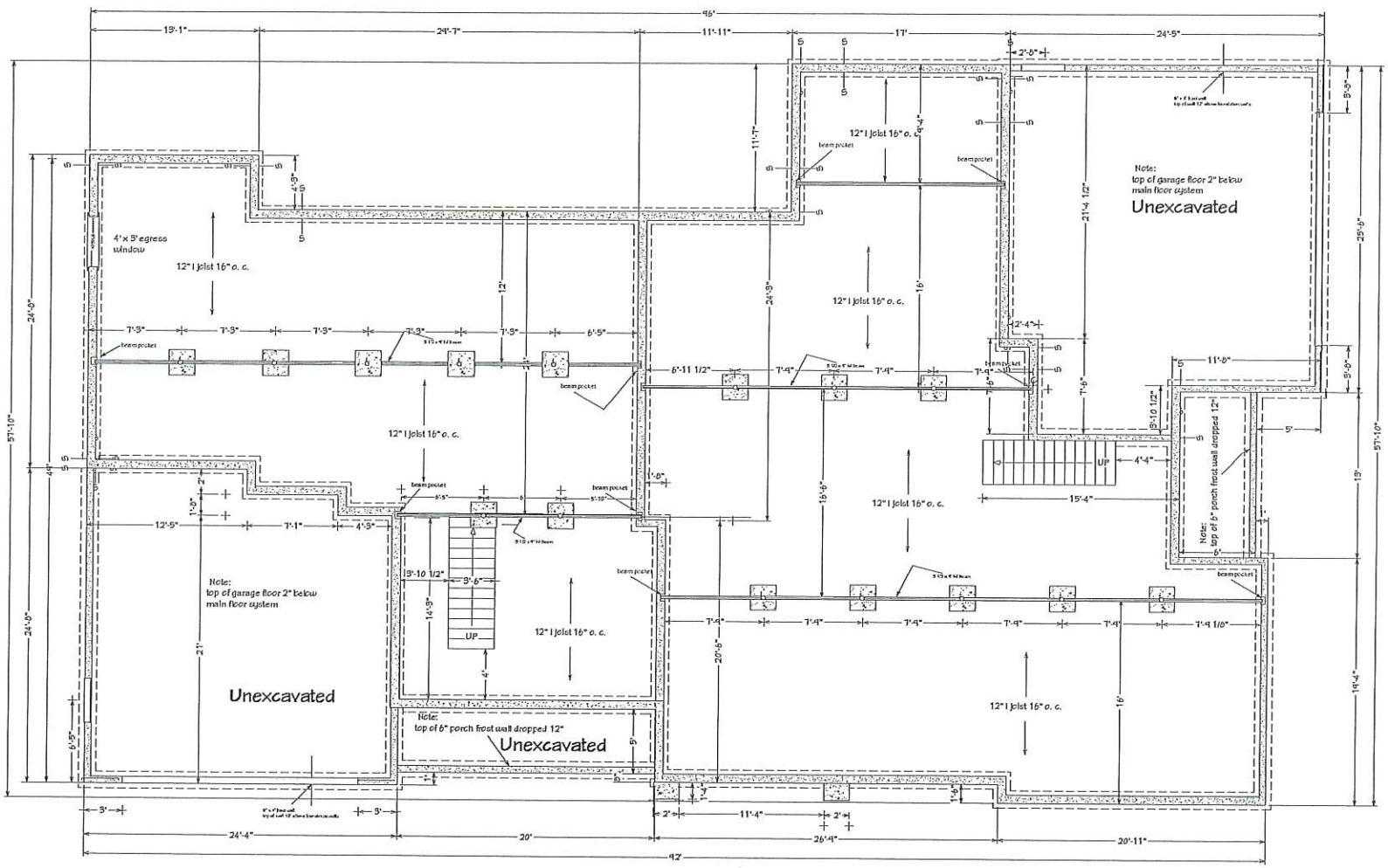
PLAN SPECIFICATIONS:

THE CONDITIONS LISTED BELOW ARE STANDARD FOR THIS PLAN ONLY, SUBJECT TO CHANGE WITHOUT NOTICE.

FULL FOUNDATION
HOUSE FOUNDATION
4" SLAB W/ RADIANT CONCRETE
PATIOS EXCEPT AS NOTED BELOW AND GARAGE AND FRONT ENTRANCE
GARAGE FOUNDATION
6" SLAB W/ POURED CONCRETE
CRAWL SPACE FOUNDATION
POURED WALLS
6" POURED CONCRETE, 4'6" TOP TO BTM.
FOOTINGS TO BE 8" DEEP BY 20" WIDE UNLESS OTHERWISE NOTED
FOUNDATION WALLS
WALL SHEATHING: 1/2" CDX EXT., STUDS @ 16" O.C.
HOUSE FRAMING
JOISTS: 2x10 @ 16" O.C. UNLESS OTHERWISE NOTED
SUBFLOOR: 3/4" T&G OSB
WALLS: 2x6 @ 16" O.C. FOR ALL EXTERIOR WALLS
WALLS TRUSS TO BE FLUSH WITH EXTERIOR WALLS, STUDS @ 16" O.C.
WALL SHEATHING: 1/2" CDX EXT.
VALLEY TRUSS 12x12 ON 2x10 TO BE DESIGNED
ROOF TRUSSES TO BE DESIGNED
ALL ROOF OVERHANGS ARE TO BE ENGINEERED
ROOF PITCH OF 5/12 TO 12/12 ENGINEERED

ROOF INFORMATION:
SHINGLES: 30 YEAR ARCH.
ROOF TRUSSES @ 24" O.C.
ATTIC INSULATION: R-49

INSULATION:
BASEMENT:
4" RADIANT CONCRETE SLAB
FIRST FLOOR:
12" LOOSE @ 16" O.C.
ATTIC LOADING (TRUSSES ET):
FOR TOTAL LIVE LOAD: 30 PSF
ADDITIONAL LOAD FOR DRAFTING ETC.: 10 PSF
FOR TOTAL DEAD LOAD: 10 PSF
FOR TOTAL FLOOR LOADING:
DEFLECTION: W/ LIVE LOAD ONLY
DEFLECTION: W/ DEAD & LIVE LOAD
CONSTRUCTION LOAD: 1.5 PSF
TRUSSES TO BE DESIGNED TO SUPPORT ALL LOADS AS SPECIFIED ABOVE
TRUSS TO BE DESIGNED AND LOCATED BY MANUFACTURER TO SUPPORT ALL LOADS AS SPECIFIED ABOVE
TRUSSES TO BE DESIGNED AND LOCATED BY MANUFACTURER TO SUPPORT ALL LOADS AS SPECIFIED ABOVE
TRUSS TO BE DESIGNED AND LOCATED BY MANUFACTURER TO SUPPORT ALL LOADS AS SPECIFIED ABOVE
TRUSSES



8" x 8" foundation walls
Note Top of Garage floors and porches elevation @ 2" from top of main floor system

Foundation

NOTE:
THIS CONSTRUCTION PLAN CURRENTLY DOESN'T NOTATE PROPER WALL BRACING REQUIREMENTS. WALL BRACING PLAN PROVIDED SEPARATELY FOR PERMITTING.

Note:
Wall Contractor to size footings as per code

PLAN SPECIFICATIONS:

THE CONDITIONS LISTED BELOW ARE STANDARDS FOR THIS PLAN ONLY. EXCEPTIONS ARE NOTED ON THE PLAN ITSELF

WALL BRACING NOTE:
HOUSE FOUNDATION:
8" X 8'-0" POURED CONCRETE
WITH 4 ENTRY ACCESS FROM GARAGE AND FRONT ENTRANCE
6'+ROOF FOUNDATION:
8" X 8'-0" POURED CONCRETE
(NOTE: GARAGE WALLS 1' HIGHER THAN MAIN FOUNDATION WALLS)
PORCH/PATIO FOUNDATION:
8" POURED CONCRETE, REF: 4'-0" TALL
(TOP OF WALL TO BE 8" BELOW MAIN FOUNDATION WALLS)
HOUSE EXTENSION:
FIRST FLOOR: 2 X 6 X 10'0 SPF, STUDS @ 16" O.C.
HEIGHT NEEDED:
FIRST FLOOR: 2 X 4 X 10'0 SPF, STUDS @ 16" O.C.
HEIGHT NEEDED:
TOP PLATES TO BE FLUSH IN EXTERIOR WALLS STUDS @ 16" O.C.
- SHEAR WALLS ARE ENGINEERED WALLS WITH STUDS TALLER THAN 10'-0" AND NEED TO BE CONFIRMED BY ENGINEERED WOOD PRODUCTS SUPPLIER
- SKEWED WALLS ARE TO BE FRAMED TO UNDERSIDE OF SCISSORS ROOF TRUSSES

STAIR INFORMATION:
BASEMENT TO FIRST FLOOR:
15 RISERS @ 7 13/16" - 11 TREADS @ 9 1/2"

FLOOR SYSTEMS
BASEMENT:
4" REINFORCED CONCRETE SLAB
FIRST FLOOR:
12" I JOIST @ 16" O.C.
SITE: LOAD (PER CBC 5.1.1)
LIVE LOAD: 40 PSF
DEAD LOAD: 10 PSF (FLOOR & 5 PSF)
WIND PSF: 20 PSF FLOOR
2 PSF OR MORE
DEFLECTION: ALLOWED: L/360
EXPANSION ALLOWED: 1.30%
- FRAMER TO REFERENCE ALL SUBTRADES LAYOUT PLANS TO VERIFY EXACT SIZE AND LOCATION OF ALL FLOOR HEADERS AND BEAMS IN FLOOR SYSTEM

ROOF SYSTEM:
ENGINEERED WOOD TRUSSES @ 24" O.C.
DESIGNED FOR DOOR COUNTY - ZONE III
STD. LOAD (PER CBC 5.1.1)
LIVE LOAD: 20 PSF
DEAD LOAD: 10 PSF (ROOF & 5 PSF)
WIND PSF: 20 PSF FLOOR
2 PSF OR MORE
DEFLECTION: ALLOWED: L/240
EXPANSION ALLOWED: 1.30%
- FRAMER TO REFERENCE TRUSS LAYOUT PLANS TO VERIFY EXACT LOCATIONS OF ROOF TRUSSES AND SHEAR WALL REQUIREMENTS & UPLIFT STRAPPING REQUIREMENTS

HEADERS:
- STD HEADERS (2) 2X12 HEM FIR #2 OR STRUCTURAL
- TOP OF WINDOW: 6'-8"
- R.O. HGT. PER BUILDER, PER BUILDER REQUEST
- MINIMUM OF (2) STUDS TO ATTACHING TO ROUGH OPENINGS 6'-4" AND LARGER

EXTERIOR:
- CONTRACTOR TO DETERMINE MANUFACTURER'S SELECTION
- MANUFACTURER TO PROVIDE SUPPLIER WITH EXACT R.O. SIZES AND DETAILS. SUPPLIER TO VERIFY THAT ALL CODE REQUIREMENTS ARE MET.

GENERAL INFORMATION:
- THE FOLLOWING ITEMS ARE TO BE LOCATED IN THE FOUNDATION BY THE GENERAL CONTRACTOR:
BASEMENT WINDOWS FLOOR DRAINS
ELECTRIC SERVICES PAINT HEADER
SUMP PIT & PUMP FURNACE
- STUDS TO PROVIDE HEADERS AT CONCRETE OPENINGS IF NOT NOTED ON THE FOUNDATION PLAN
- POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE
- INTERIOR BEARING WALLS TO SIT ON CONTINUOUS CONCRETE FOOTINGS, STUDS @ 16" O.C. WITH PLUMB AND/OR LATERAL BRACING
- CONCRETE CONTRACTOR AND BUILDER ARE RESPONSIBLE TO DETERMINE SITE SOIL CONDITIONS AND DESIGN STANDARDS PER IRC R 1978 (3). THE MOST RESTRICTIVE APPLICABLE CODE SECTIONS ARE R 1978 (3) 13, R 1978 (3) 14, R 1978 (3) 15, R 1978 (3) 16, R 1978 (3) 17, R 1978 (3) 18, R 1978 (3) 19, R 1978 (3) 20, R 1978 (3) 21, R 1978 (3) 22, R 1978 (3) 23, R 1978 (3) 24, R 1978 (3) 25, R 1978 (3) 26, R 1978 (3) 27, R 1978 (3) 28, R 1978 (3) 29, R 1978 (3) 30, R 1978 (3) 31, R 1978 (3) 32, R 1978 (3) 33, R 1978 (3) 34, R 1978 (3) 35, R 1978 (3) 36, R 1978 (3) 37, R 1978 (3) 38, R 1978 (3) 39, R 1978 (3) 40, R 1978 (3) 41, R 1978 (3) 42, R 1978 (3) 43, R 1978 (3) 44, R 1978 (3) 45, R 1978 (3) 46, R 1978 (3) 47, R 1978 (3) 48, R 1978 (3) 49, R 1978 (3) 50, R 1978 (3) 51, R 1978 (3) 52, R 1978 (3) 53, R 1978 (3) 54, R 1978 (3) 55, R 1978 (3) 56, R 1978 (3) 57, R 1978 (3) 58, R 1978 (3) 59, R 1978 (3) 60, R 1978 (3) 61, R 1978 (3) 62, R 1978 (3) 63, R 1978 (3) 64, R 1978 (3) 65, R 1978 (3) 66, R 1978 (3) 67, R 1978 (3) 68, R 1978 (3) 69, R 1978 (3) 70, R 1978 (3) 71, R 1978 (3) 72, R 1978 (3) 73, R 1978 (3) 74, R 1978 (3) 75, R 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NOTE:
EXTERIOR DIMENSIONS ARE FACE TO FACE OF FOUNDATION WALLS, EXTERIOR FRAMED HOUSE WALLS ARE TO BE HELD OUT ACCORDING TO FINAL DETERMINATION OF FOUNDATION FOAM.

NOTE:
1. FOUNDATION WALLS:
HOUSE: 8" POURED CONCRETE WALLS 8'-0" HIGH
GARAGE: 8" POURED CONCRETE WALLS 9'-0" HIGH
2. THE FOLLOWING ARE TO BE LOCATED IN THE FOUNDATION BY THE CONTRACTOR:
FLOOR DRAINS FURNACE
ELECTRIC SERVICES H/W RADIATORS
SUMP PIT & PUMP
3. POURED CONCRETE FOOTINGS TO BEAR ON UNDISTURBED SOIL BELOW THE FROST LINE.
4. ASSUMED SOIL BEARING CAPACITY IS 2000 PSF. FOOTING SIZES MUST BE ADJUSTED FOR VARYING SOIL CONDITIONS.
5. FOUNDATION WALLS ARE ASSUMED TO BE UN-REINFORCED 3000 PSI CONCRETE. WALLS ARE DESIGNED PER IRC TABLE 311.5.3 (1) & (2) FOR THE AMOUNT OF UNBALANCED FILL. ALL FOUNDATION WALLS ARE TO BE BACKFILLED EVENLY ON BOTH SIDES TO PREVENT LATERAL SHIFTING. FINISH GRADE SHALL SLOPE AWAY FROM FOUNDATION WALLS AT A MINIMUM SLOPE OF 6" WITHIN THE FIRST 10'-0" OF DISTANCE FROM THE FOUNDATION WALL. SEE DETAIL ON THIS SHEET FOR MORE INFORMATION.

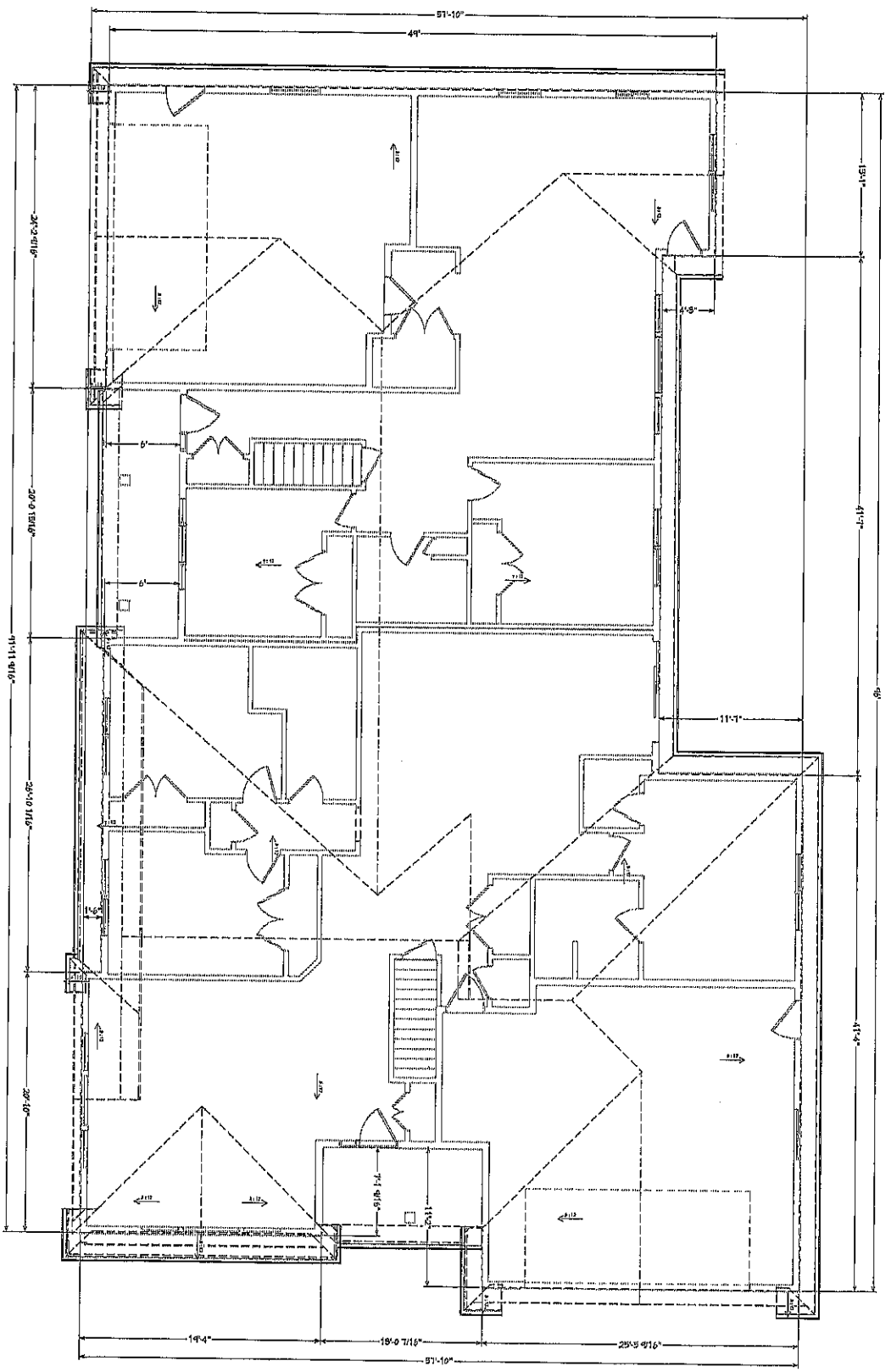
Sierra Sunrise Construction
DESIGNED BY: Sierra Sunrise Construction
COPYRIGHTED BRIGHTER PLANS:
THESE PLANS ARE THE HOUSE PROPERTY OF JAMES KASSNER CONSTRUCTION INC. ANY REPRODUCTION OR USE OF THESE PLANS WITHOUT CONSENT IS STRICTLY PROHIBITED BY LAW.
IMPORTANT NOTE:
IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE TO ASSURE ACCURACY OF THESE PLANS, THE DESIGNER CANNOT BE HELD RESPONSIBLE FOR ANY ERRORS OR OMISSIONS ON THESE PLANS. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS AND REPORT ANY DISCREPANCIES TO THE DESIGNER BEFORE PROCEEDING WITH THE WORK.
IT IS HEREBY UNDERSTOOD THAT THE PURCHASER IS SOLELY RESPONSIBLE FOR THE ENGINEERING OF THE FOUNDATION, FLOOR AND ROOF TRUSSES SHALL TAKE FINAL PRECEDENCE OVER THOSE INDICATED ON THESE PLANS.
James Kassner Construction
2339 Cedar Ridge, Green Bay, WI 54313
920-494-2364

DRAWINGS DESIGNED FOR:
Renard Windo Design

DATE: 5/31/2022

SCALE: Scale 1/4"

NOTE:
12" OVERHANGS ON GABLE ENDS
12" OVERHANGS ON SOFFITS
UNLESS OTHERWISE STATED
2X8 FASCIA UNLESS STATED



Roof Plan View

DRAWINGS DESIGNED FOR:

Renard Windo Design

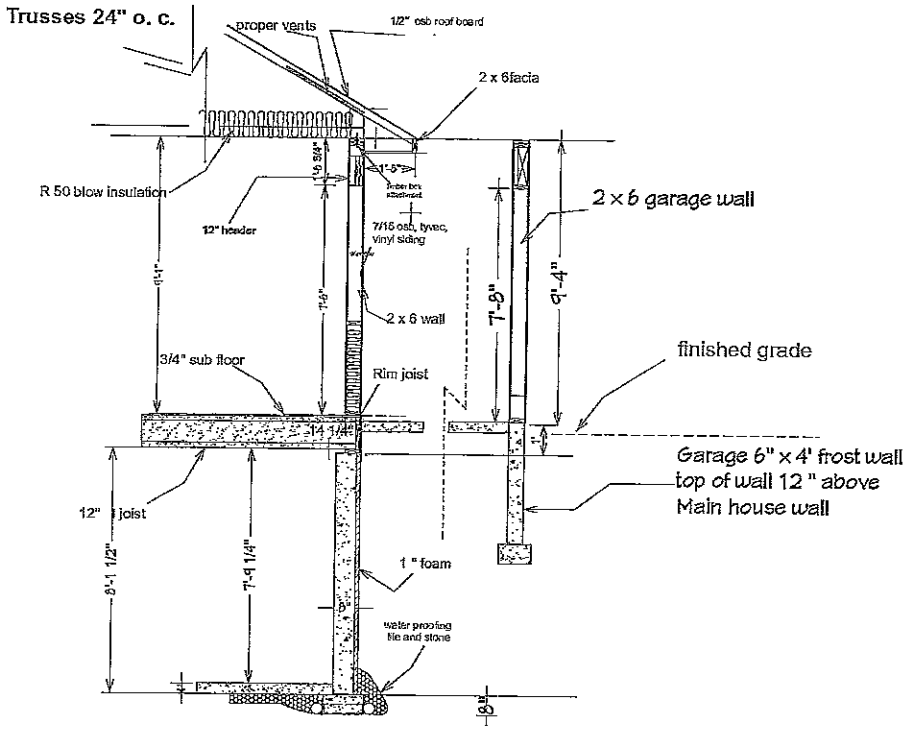
James Kassner Construction
2339 Cedar Ridge, Green Bay, WI 54313
920-494-2364

IMPORTANT NOTE
IT IS AGREED THAT ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING AND CHECKING THESE PLANS FOR ACCURACY, THE GENERAL CONTRACTOR ADVISES HE MUST REVIEW ALL DIMENSIONS, DETAILS AND NOTES BEFORE BEGINNING ANY CONSTRUCTION AND IS HEREBY HELD RESPONSIBLE FOR ANY ERRORS NOT DISCLAIMED.
IT IS HEREBY UNDERSTOOD THAT THE RESPONSIBILITY AND PROFESSIONAL KNOWLEDGE AND LAYOUT DRAWINGS FOR FOUNDATION AND FLOOR SYSTEMS SHALL TAKE FINAL PRECEDENCE OVER THESE ARCHITECTURAL PLANS

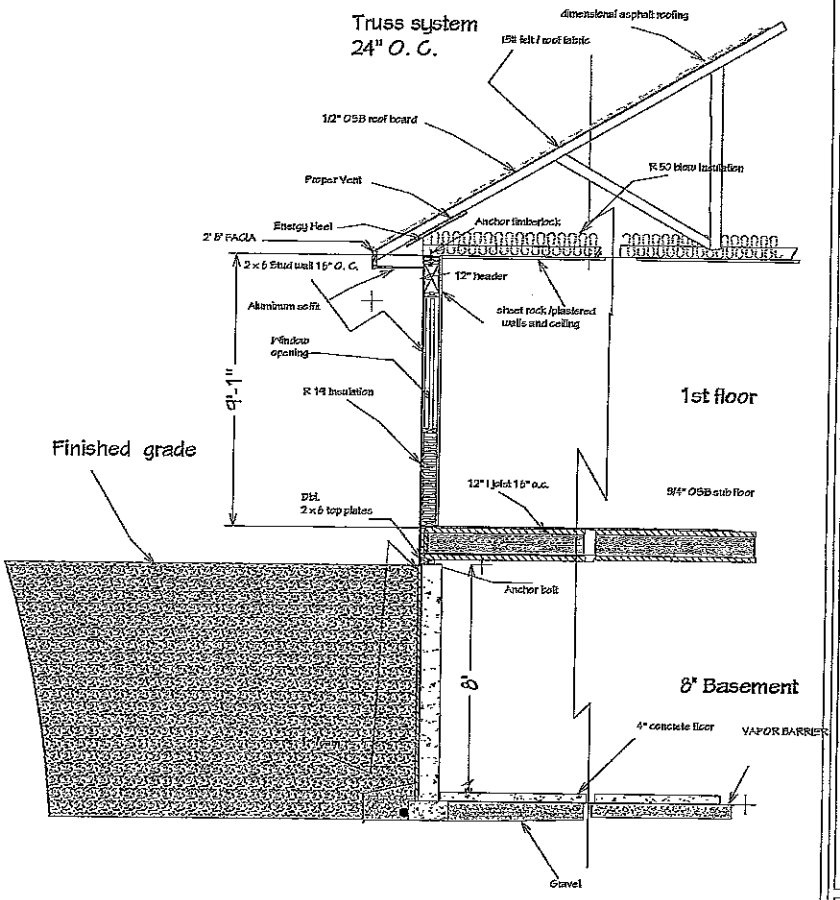
WARNING!
COPYRIGHTED PLANS:
THESE PLANS ARE THE SOLE PROPERTY OF JAMES KASSNER CONSTRUCTION, INC. ANY REPRODUCTION OF PLANS WITHOUT WRITTEN CONSENT IS STRICTLY PROHIBITED VIOLATORS

James Kassner Construction

DATE: 5/31/2022
SCALE: Scale 1/4"
PAGE: 5



0 entry garage cross section



Cross Section
Typical 1-Story Ranch
9'1" 1st. floor
8' foundation

James Kassner Construction
2339 Cedar Ridge, Green Bay, WI 54313
920-494-2364

DRAWINGS DESIGNED FOR:
Renard Builndo Design

DATE:
5/31/2022

SCALE:

PAGE:
6

Lot Grading and Erosion Control Plan

All of Lot 25 of the recorded plat "Sand Ridge Park South, First Addition", (Volume 24, Plats, Page 40, Document No. 2778650, Brown County Records), being in the Southwest ¼ and the Southeast ¼ of the Southwest ¼, of Section 30, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin.

NOTES

Bearings referenced to the North Line of Lot 25 of the recorded plat "Sand Ridge Park South, First Addition", (Volume 24, Plats, Page 40, Document No. 2778650, Brown County Records), assumed to be N89°34'37"E.

Elevations are referenced to the City of Green Bay Datum.

1413 S. Sandstone Place & 3102 S. Sandstone Court

Graphic Scale
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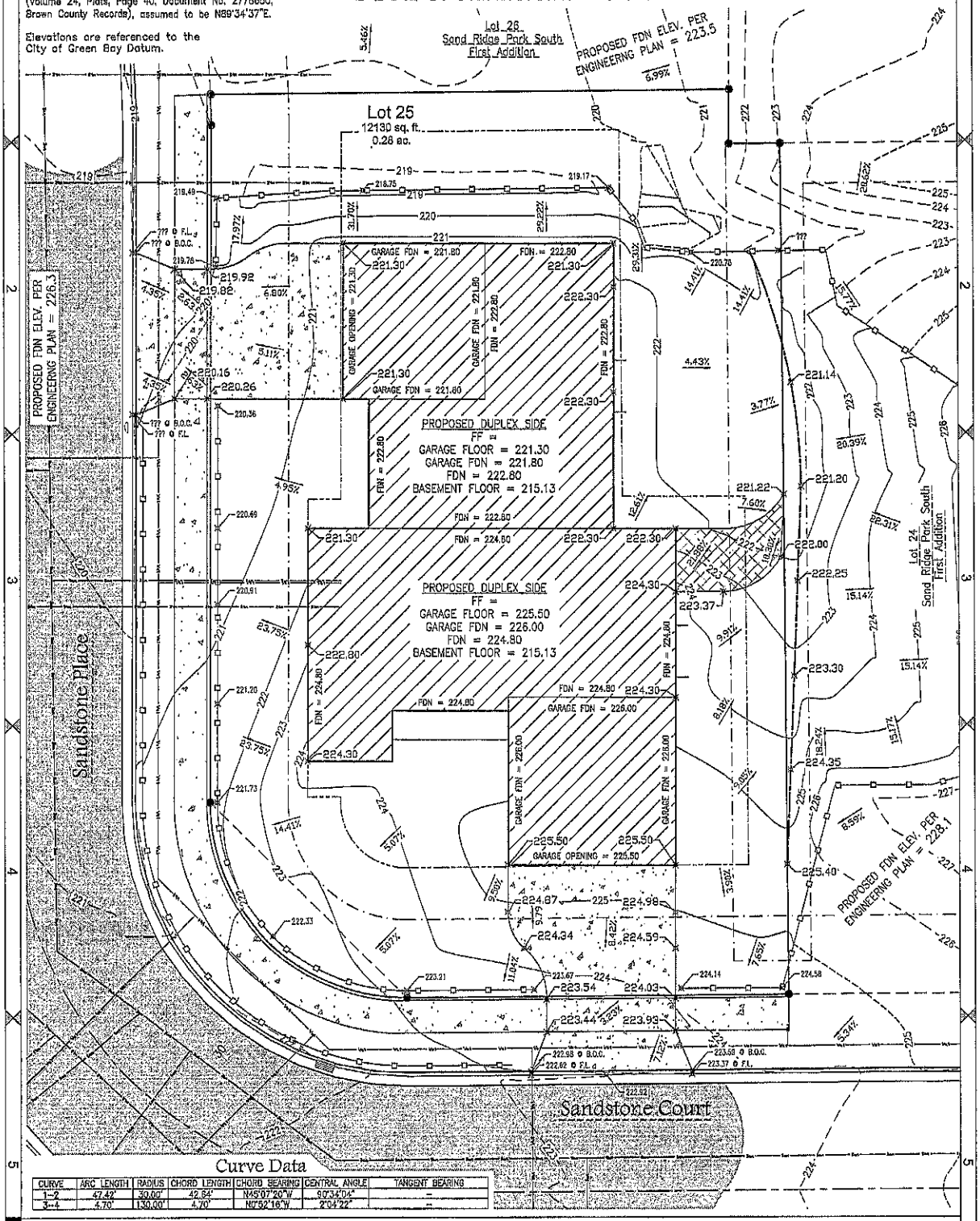
Scale: 1" = 15'



Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	47.42'	30.00'	42.64'	N45°07'20"W	90°34'04"	–
3–4	4.70'	130.00'	4.70'	N0°52'16"W	2°04'22"	–

Client: Barton Designs
Tax Parcel: 6H-4425
Drafted By: ZRH
File: K-12177Lot25 SitePlan 102121.dwg
Data File: K-12177.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

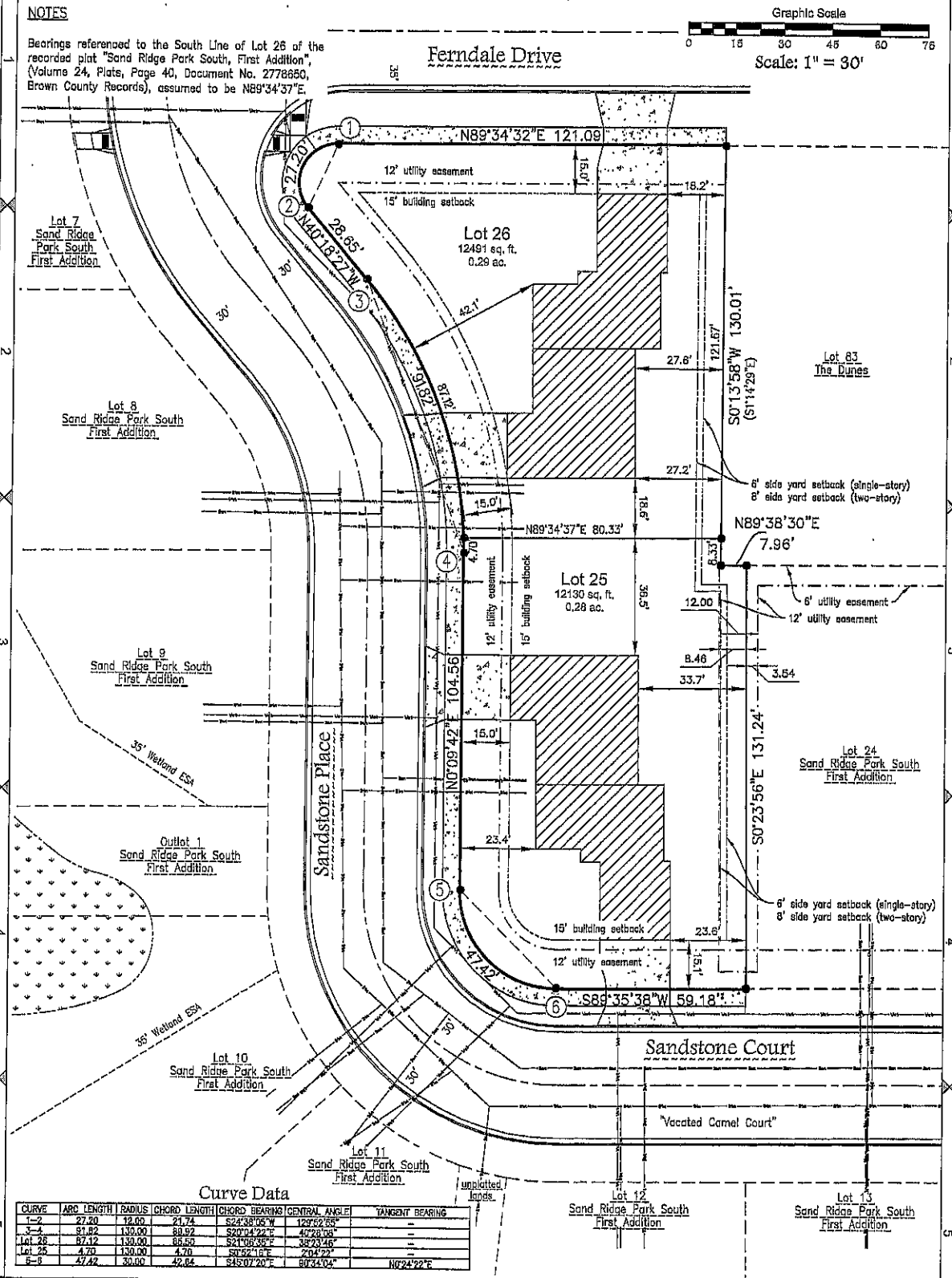
Sheet Four of Four
Project No.: K-12177
Drawing No.: X-1195
Fieldwork Completed: 10/27/21

Buildable Area Exhibit

All of Lots 25 and 26 of the recorded plat "Sand Ridge Park South, First Addition", (Volume 24, Plats, Page 40, Document No. 2778650, Brown County Records), being in the Southwest ¼ and the Southeast ¼ of the Southwest ¼, of Section 30, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin.

NOTES

Bearings referenced to the South Line of Lot 26 of the recorded plat "Sand Ridge Park South, First Addition", (Volume 24, Plats, Page 40, Document No. 2778650, Brown County Records), assumed to be N89°34'37"E.



Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	27.20	12.00	21.74	S24°38'05"W	129°52'55"	–
3–4	91.82	130.00	89.92	S20°04'22"E	40°28'04"	–
Lot 26	87.12	130.00	85.50	S21°06'35"E	38°23'45"	–
Lot 25	4.70	130.00	4.70	S0°52'16"E	2°04'22"	–
5–6	47.42	30.00	42.64	S45°07'20"E	90°34'04"	N0°24'22"E

Client: Barton Designs
Tax Parcel: 6H-4425 & 6H-4426
Drafted By: ZRH
File: K-12177Lots25and26 Exhibit 112520.dwg
Data File: K-12177.txt

Mau & Associates, LLP
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Sheet One of One
Project No.: K-12177
Drawing No.: X-1047
Fieldwork Completed:

Existing Site

All of Lot 25 of the recorded plat "Sand Ridge Park South, First Addition", (Volume 24, Plats, Page 40, Document No. 2778650, Brown County Records), being in the Southwest ¼ and the Southeast ¼ of the Southwest ¼, of Section 30, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin.

NOTES

Bearings referenced to the North Line of Lot 25 of the recorded plat "Sand Ridge Park South, First Addition", (Volume 24, Plats, Page 40, Document No. 2778650, Brown County Records), assumed to be N89°34'37"E.

Elevations are referenced to the City of Green Bay Datum.

1413 S. Sandstone Place & 3102 S. Sandstone Court

Graphic Scale
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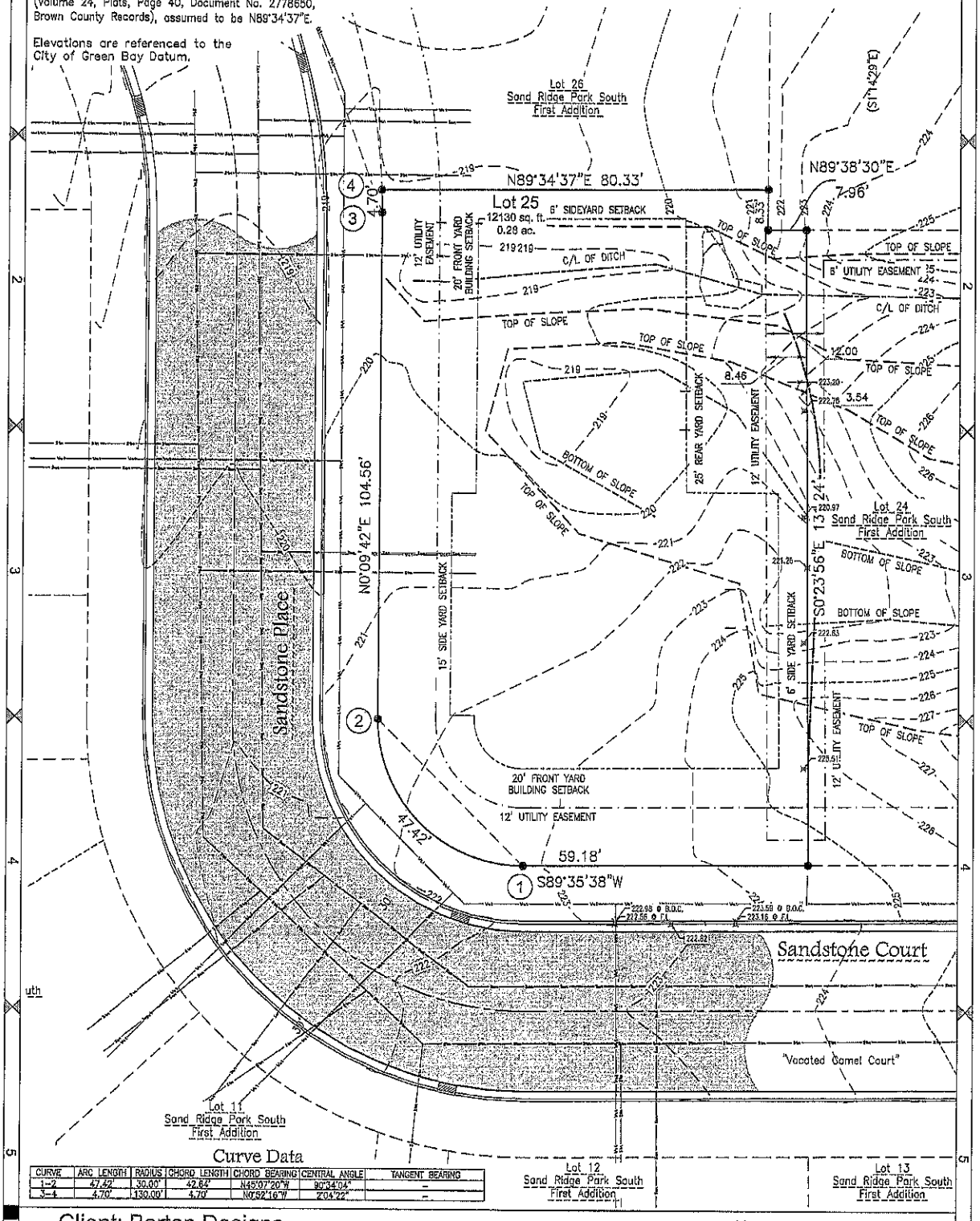
Scale: 1" = 20'



Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	47.42'	30.00'	42.64'	N45°07'20"W	90°34'04"	-
3–4	4.70'	130.00'	4.70'	N0°52'16"W	2°04'22"	-

Client: Barton Designs
Tax Parcel: 6H-4425
Drafted By: ZRH
File: K-12177Lot25 SitePlan 102121.dwg
Data File: K-12177.txt

Mau & Associates, LLP
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CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9570 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of Four
Project No.: K-12177
Drawing No.: X-1195
Fieldwork Completed: 10/27/21

Proposed Site

All of Lot 25 of the recorded plat "Sand Ridge Park South, First Addition", (Volume 24, Plats, Page 40, Document No. 2778650, Brown County Records), being in the Southwest ¼ and the Southeast ¼ of the Southwest ¼, of Section 30, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin.

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1413 S. Sandstone Place & 3102 S. Sandstone Court

Graphic Scale
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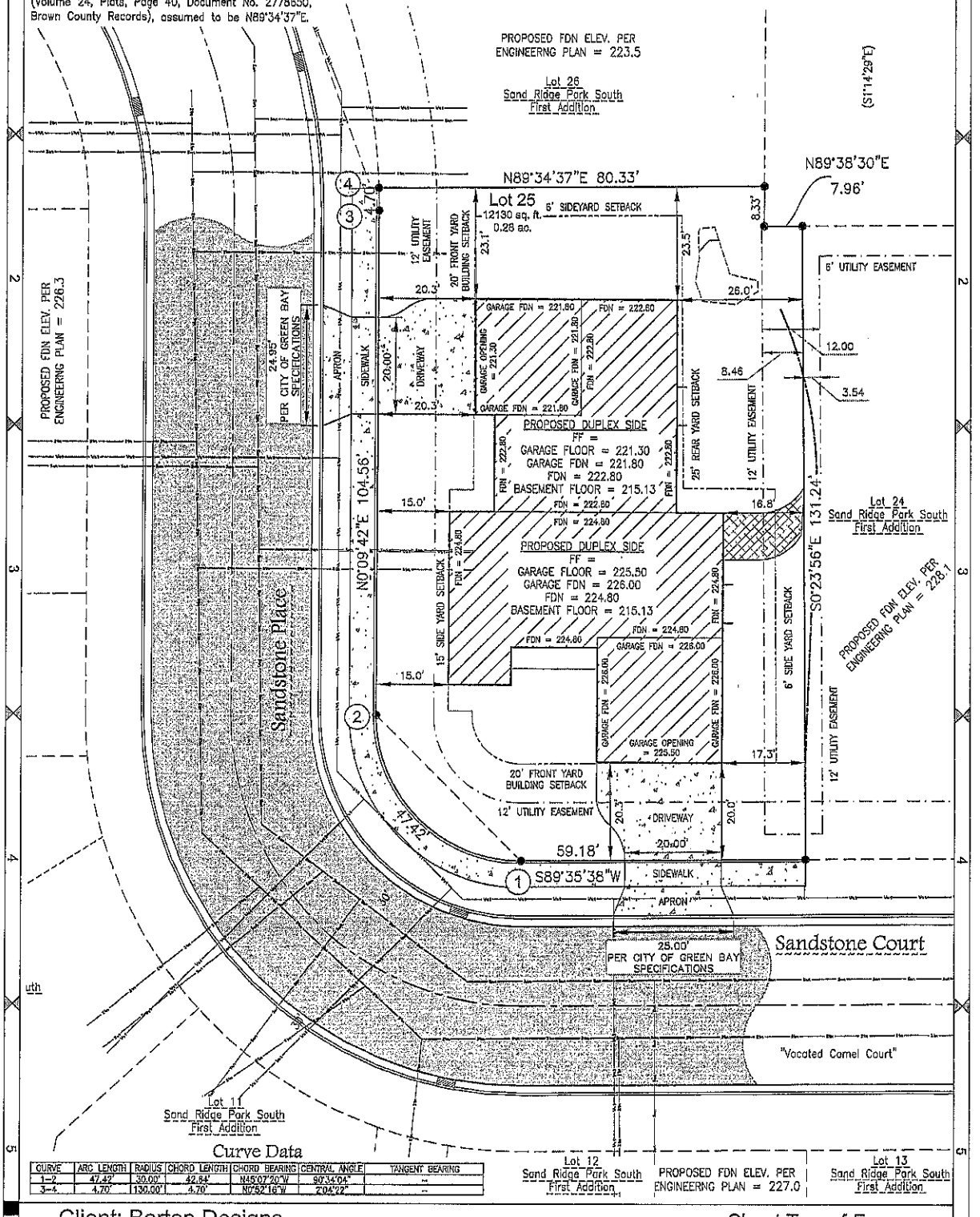
Scale: 1" = 20'



Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	47.42'	30.00'	42.64'	N45°07'20"W	90°34'04"	--
3–4	4.70'	130.00'|	4.70'	N0°52'16"W	2°04'22"	--

Client: Barton Designs
Tax Parcel: 6H-4425
Drafted By: ZRH
File: K-12177Lot25 SitePlan 102121.dwg
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Sheet Two of Four
Project No.: K-12177
Drawing No.: X-1195
Fieldwork Completed: 10/27/21

General Grading and Erosion Control Plan

All of Lot 25 of the recorded plat "Sand Ridge Park South, First Addition", (Volume 24, Plats, Page 40, Document No. 2778650, Brown County Records), being in the Southwest ¼ and the Southeast ¼ of the Southwest ¼, of Section 30, Township 24 North, Range 20 East, City of Green Bay, Brown County, Wisconsin.

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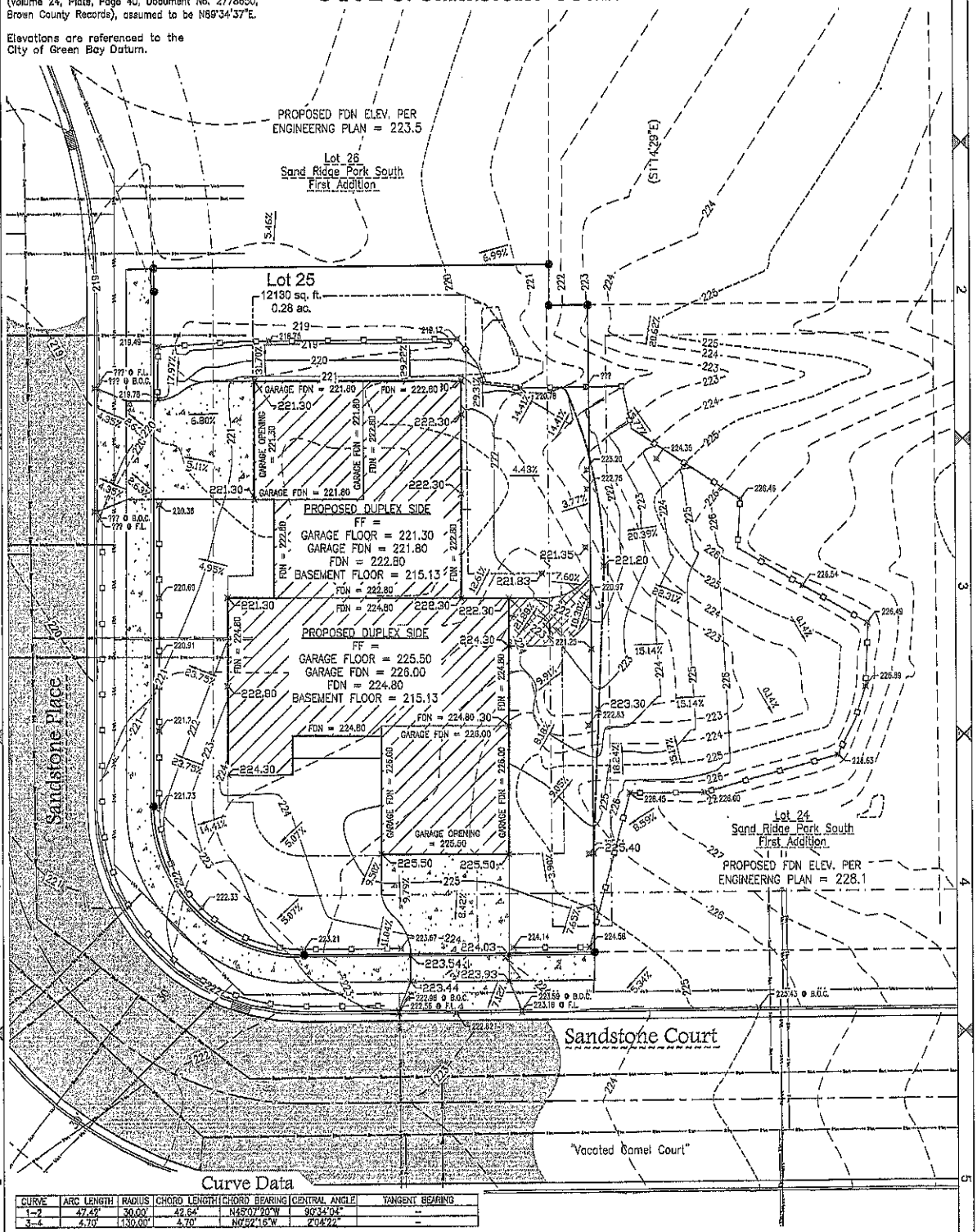
Graphic Scale
0 10 20 30 40 50
Scale: 1" = 20'



Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	47.42'	30.00'	42.64'	N45°07'20"W	90°34'04"	--
3–4	4.70'	130.00'	4.70'	N0°52'16"W	2°04'22"	--

Client: Barton Designs
Tax Parcel: 6H-4425
Drafted By: ZRH
File: K-12177Lot25 SitePlan 102121.dwg
Data File: K-12177.txt

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Sheet Three of Four
Project No.: K-12177
Drawing No.: X-1195
Fieldwork Completed: 10/27/21

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 1, 2023	David Buck, Staff

AGENDA ITEM # Q.7

To amend the City's Official Map by removing multiple roadways and adding an extension of Hinkle Street running from West Mason Street south to Hobart Drive, with the intersection of Hobart Drive and the extended Hinkle Street at a 90-degree extension, contingent upon a waiting period and public hearing, and subject to the following conditions:

1. The full extent of Hinkle Street right-of-way be officially mapped at an 80' width.
2. New intersection of extended Hinkle Street and Hobart Drive be mapped at a 90-degree angle.
3. Platted Bellwood Lane, Springdale Lane and Meadowbrook Drive be vacated as requested in Street Vacation (SV) 23-02.

BACKGROUND

Reason for Request: To provide access to land for future development.

Surrounding Zoning and Land Uses:
SUBJECT: General Commercial (C1) - Retail and Service Businesses; Low Density Residential (R-1) - Undeveloped Lands; Public Institutional (PI) - Beaver Dam Public Park
NORTH: Highway Commercial (C2) - Retail, Service and Restaurant Businesses
SOUTH: Public Instructional (PI) - Public Park and Creek Way; Low Density Residential (R-1) - Single- & Two-Family Uses
EAST: General Commercial (C1) - Undeveloped Land; Low Density Residential (R-1) - Undeveloped Lands
WEST: Low Density Residential (R-1) - Single- & Two-Family Uses and Mobile Home Park

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for commercial; high intensity retail, office, or housing; and public uses.

Report: The subject area is located south of Mason Street/Mason Street Frontage Road, west of Interstate 41, east of Hobart Drive and north of Beaver Dam Park and West Point Road. The former Area Development Plan (ADP) 21 was adopted in 1970 as a way to reserve areas for public roadways and utilities to provide access to the bulk of the subject property. There have been multiple requests to amend ADP 21 in the past 50 years, the last being in 2004 where no changes were made because of the need to identify wetlands, floodplains and other environmentally sensitive areas. In Late 2019, a wetland delineation and floodplain study was conducted identifying which areas of the property would be developable.

The current amendment request is intended to remove the mapped rights-of-way that have been found to be unfeasible due to environmental issues. These include the extension of Bellwood Lane east beyond its current construction limits, undeveloped Meadowview Drive, and the extension of Springdale Lane north from its existing cul-de-sac terminus. The request also includes adding an extension of Hinkle Street to the official map, which currently only runs on the south side of West Mason Street between West Mason Street and the frontage road, to extend south and southwest to connect to Hobart Drive approximately 400 feet south of Bellwood Drive.

The petitioner is requesting this official map amendment to "create a roadway that provides direct north-south access between West Point Road and W. Mason Street without requiring accessing the South Frontage Road and the traffic backups that routinely occur there now as a result" as well as opening up approximately five acres of property made available for residential development along the extended Hinkle Street. Property located east of the proposed Hinkle Street extension, south of the floodway setback and north of MacArthur School will be dedicated for park purposes. Staff has been anticipating such a request so that the formerly "landlocked" interior acreage would become accessible and developable. The mapping of Hinkle Street and the removal of unbuildable streets is the first step in that process, along with the vacation of the platted Sections of Bellwood Lane, Springdale Lane, and Meadowbrook Drive, which are included within this Plan Commission Agenda as SV 23-02.

As of the drafting of this report, staff heard concern from the Parks Department related to the proximity of the proposed roadway extension to Beaver Dam Park's Ball Field #1 outfield and the presence of a significant 50" diameter oak tree that will likely be impacted if the road is placed at this location. Additionally, staff want the Plan Commission to be aware that Hinkle Street would be classified as a collector road and therefore needs to be mapped at a width of 80 feet, which may be requested to be altered during subsequent land division and platting activities.

Alderperson Eck, the MacArthur Heights Neighborhood Association and affected property owners have been notified of the request. The staff has received no inquiries regarding the proposed map amendment request as of the drafting of this report.

RECOMMENDATION

Approval of the request is contingent upon a waiting period and public hearing and subject to the following conditions:

1. The full extent of Hinkle Street right-of-way is officially mapped at an 80' width.
2. Platted Bellwood Lane, Springdale Lane and Meadowbrook Drive are vacated as requested in Street Vacation (SV) 23-02.

FISCAL IMPACT

ATTACHMENTS

1. Map Amendment Request SR
2. Memo - Hasselblad Map Amendment Request - 2.20.23
3. Image Map Amendment
4. OMA 23-014 Location and Exhibit Map

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: 2405 W. Mason Street & Rear 2405 W. Mason Street

Parcel Number(s): 6H-1109, 6H-1109-2, 6H-1109-3

Petitioner(s): Garritt Bader, GB Real Estate Investments, LLC Date: 2-20-23

Email: gb@gb-re.com Phone Number: 813-500-0296

Address: 300 N. Van Buren Street City: Green Bay State: WI Zip: 54301

Property Owner: GB HMC West Mason, LLC Phone Number: 813-500-0296

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, Garritt Bader, 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: 6-30-23

Petitioner Signature(s): _____ _____

Checklist of required attachments:

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

For office use only:
Review Fee: $200 Receipt No.: _____ Zoning Petition No.: OMA 23-01

MEMORANDUM

To: Green Bay Community & Economic Development Dept.
From: Garritt R. Bader, Principal, GB Real Estate Investments, LLC
Date: February 20, 2023
Re: Map Amendment Request

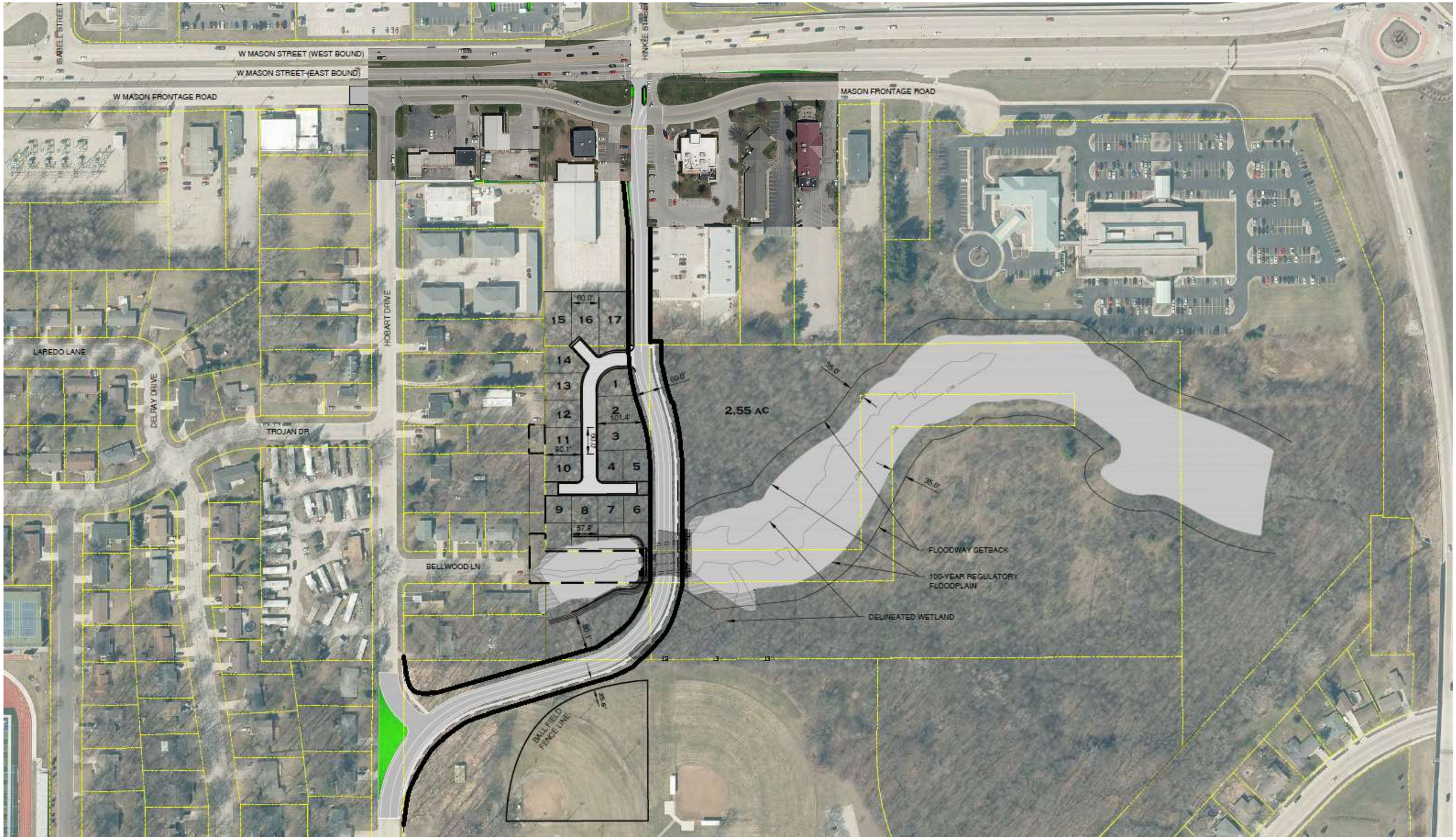
The following is supplemental information accompanying my request for an Official Map Amendment on property I own south of W. Mason Street, east of Hobart Drive and west of Interstate 41.

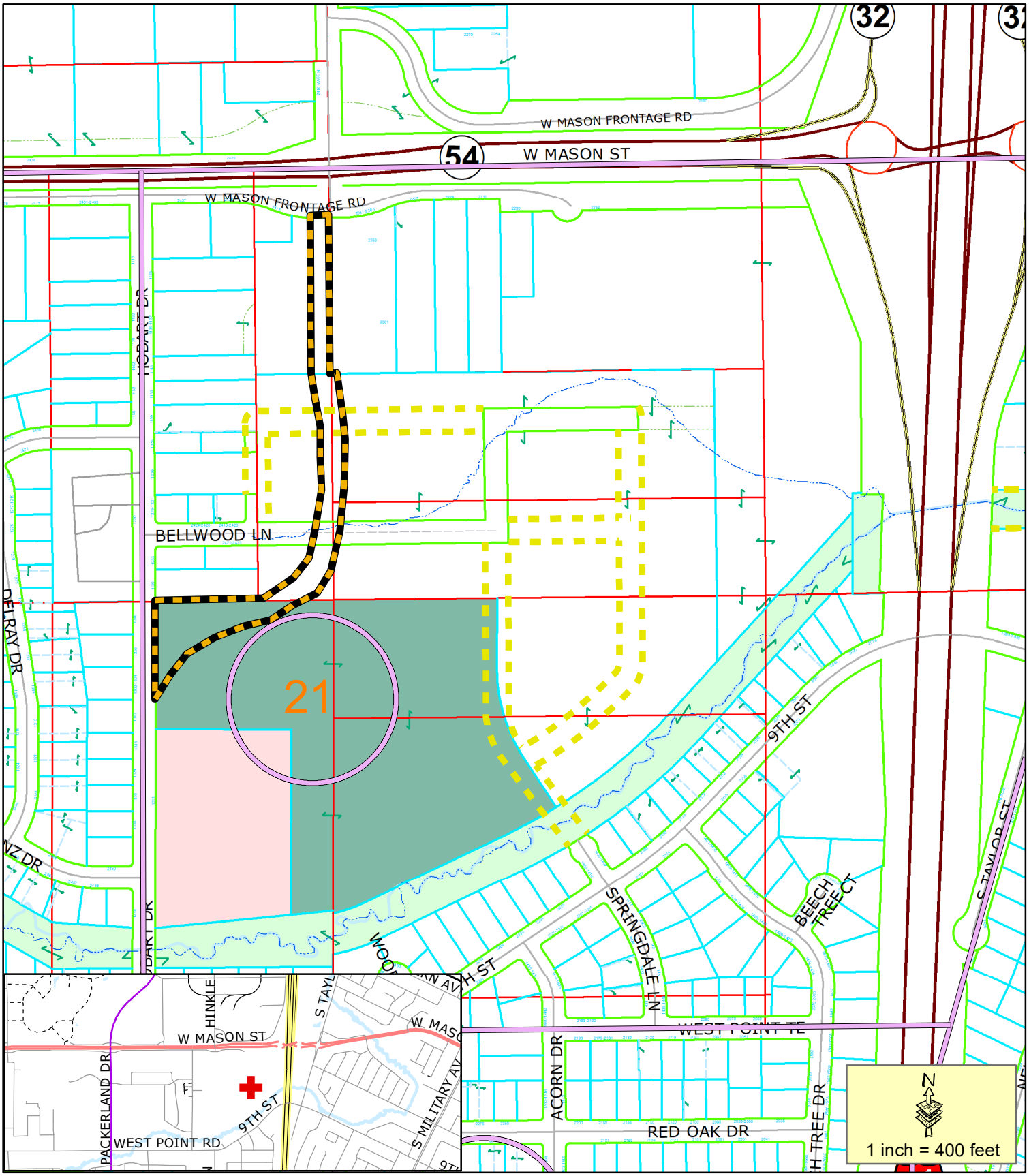
Request Details:

This request is part of my broader plan to open five acres of currently-landlocked property for residential development; increase the valuation and appeal of commercial properties along the South Mason Street Frontage Road; and dedicate 20+ acres of land to the city to expand Beaver Dam Park—all while improving traffic patterns along W. Mason Street and the South Frontage Road between I-41 and Packerland Drive.

As can be seen in the accompanying conceptual site layout, this specific request is to amend the Official City Map to include an extension of Hinkle Street from W. Mason Street south to, and curving onto, Hobart Drive south of Bellwood Lane. This action would create a roadway that provides direct north-south access between West Point Road and W. Mason Street without requiring accessing the South Frontage Road and the traffic backups that routinely occur there now as a result.

Approximately five acres of property will be available for residential development along Hinkle Street, with the property for park dedication located east of the proposed Hinkle Street extension, south of the floodway setback and north of MacArthur School. Details of commercial redevelopment plans for properties along the South Frontage Road will be included in a separate request.


W MASON STREET (WEST BOUND)
W MASON STREET (EAST BOUND)
W MASON FRONTAGE ROAD
MASON FRONTAGE ROAD
HOBART DRIVE
LAREDO LANE
DELRAY DRIVE
TROJAN DR
BELLWOOD LN
2.55 AC
FLOODWAY SETBACK
100-YEAR REGULATORY FLOODPLAIN
DELINEATED WETLAND
BALLFIELD FENCE LINE



Proposed New Roadway

Proposed Roads to be Removed

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

Official Map Amendment (OMA 23-01) Extension of Hinkle St and Removal of Others

CITY OF GREEN BAY 1854 Titletown, USA

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 1, 2023	David Buck, Staff

AGENDA ITEM # Q.8

To vacate an unbuilt Bellwood Lane/Springdale Lane/Meadowbrook Drive public right of way located East of Hobart Drive as well as two unbuilt and unnamed portions of right-of-way adjacent to and east of Parcel 6H-1110-21 and 6H-1110-4-G with the following conditions:
1. Easement rights for existing public utilities within the unnamed street area as well as the vacated right-of-way areas shall be established.
2. Easement rights for Spectrum/Charter Communication located within the right-of-way shall be established.

BACKGROUND

Reason for Request: Vacate existing roadway network to allow for future development.

Alderperson/District: Ald. Eck / District 11

Surrounding Zoning and Land Uses:
SUBJECT: Low Density Residential (R-1) - Undeveloped Lands
NORTH: General Commercial (C1) - Retail, Service, Restaurant & Medical Businesses
SOUTH: Public Instructional (PI) - Public Park and Creek Way; Low Density Residential (R-1) - Single- & Two-Family Uses
EAST: General Commercial (C1) - Undeveloped Lands; Low Density Residential (R-1) - Undeveloped Lands
WEST: Low Density Residential (R-1) - Single- & Two-Family Uses

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for commercial; high intensity retail, office, or housing; and public uses.

Report: This request is part of a larger request including an Official Map Amendment to remove planned roadways not yet dedicated, as well as establishing a new course for Hinkle Street in OMA 23-01, also on this agenda.

This area of the City was annexed from the Town of Hobart in the late 1950s. At that time and years following, the area was divided, officially mapped in the 1970s to include a roadway pattern and accommodate the placement of a sanitary sewer connecting the annexed areas to the City system, and allow for the subsequent division of land. Approximately 25 acres of the land has not been divided to date, primarily due to the identification of a navigable waterway traversing the area as well as the identification of considerable wetlands and floodplain. Currently, the petitioner is interested in developing those areas of the 25 acres that are buildable and donating unbuildable land as recreation space to the City Parks Department. The previously platted streets are not likely to be buildable and unnecessary to the petitioners' overall development plan.

The streets included in the vacation request are the unbuilt portion of Bellwood Lane (70' X 800'), unbuilt Springdale Lane (70' X 400'), and unbuilt Meadowbrook Drive (70' X 400'). Additionally, the request

includes vacating two unnamed half rights-of-way (35' X 63' & 35' X 86') that were created to allow two land divisions of land previously fronting Hobart Drive.

As of the drafting of this report, staff has received comments from all reviewing agencies, including NEW Water, Fire Dept, Spectrum/Time Warner, Police Dept, GB Water, ATC, DPW and Parks Dept. Concerns expressed and conditions requested include that a turn-around or cul-de-sac be required at the end of constructed Bellwood Lane, easements for Spectrum/Charter Communication which have a service line partially on private property and partially within the right-of-way, and the retention of a 30 foot wide utility easement centered on the existing sanitary sewer located within the vacated right-of-way. To provide an area for a turn-around for public vehicles such as refuse collection trucks, fire apparatus and the like, staff is objecting to the vacation of the unnamed 35' X 86' portion of right-of-way adjacent to 2418-2420 Bellwood Lane (6H-1110-4-G) . Additionally, easements for Spectrum/Chater Communication and the public utilities located within the right-of-way must also be established. Staff would also like to point out that parcel 6H-1110-21 will no longer have any street frontage, however it is owned and controlled by the property owner of 1159 Hobart Drive (6H-1110-11), which has over 80' of frontage on Hobart Drive and has approved of the vacation request.

Beyond the few conditions to be addressed within the report, staff have no concern or objection to the requested vacations. Ald. Eck, adjoining property owners, and reviewing agencies were informed of this request. No objections were received.

RECOMMENDATION

Approval of the request is contingent upon a waiting period and public hearing and subject to the following conditions:

1. The unnamed 35' X 86' portion of right-of-way adjacent to 2418-2420 Bellwood Lane (6H-1110-4-G) is retained as right-of-way and is excluded from the request.
2. The City and other providers will retain easement rights for the existing utilities and services within the vacated rights-of-way area, prior to vacation.

FISCAL IMPACT

ATTACHMENTS

1. Vacation Request Signed SR
2. Memo - Bellwood Vacation Request - 2.20.23
3. SV 23-02 Bellwood-Springdale-Meadowbrook-unnamed image
4. SV 23-02 Location Map

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: 2405 W. Mason Street & Rear 2405 W. Mason Street

Parcel Number(s): 6H-1089, 6H-1109-2, 6H-1109-3

Petitioner(s): Garritt Bader, GB Real Estate Investments, LLC Date: 2-20-23

Email: gb@gb-re.com Phone Number: 813-500-0296

Address: 300 N. Van Buren Street City: Green Bay State: WI Zip: 54301

Property Owner: GB HMC West Mason, LLC & Schaetz Family Phone Number: 813-500-0296

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, Garritt Bader, 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: 6-30-23

Petitioner Signature(s): _____ _____

Checklist of required attachments:

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

For office use only:
Review Fee: $300 Receipt No.: _____ Zoning Petition No.: SV 23-02

MEMORANDUM

To:	Green Bay Community & Economic Development Dept.
From:	Garritt R. Bader, Principal, GB Real Estate Investments, LLC
Date:	February 20, 2023
Re:	Bellwood Drive, Springdale Drive & Meadowbrook Drive Vacation Request

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The following is supplemental information accompanying my request to Vacate a Street abutting property I own (and more I will own) south of W. Mason Street, east of Hobart Drive and west of Interstate 41.

Request Details:

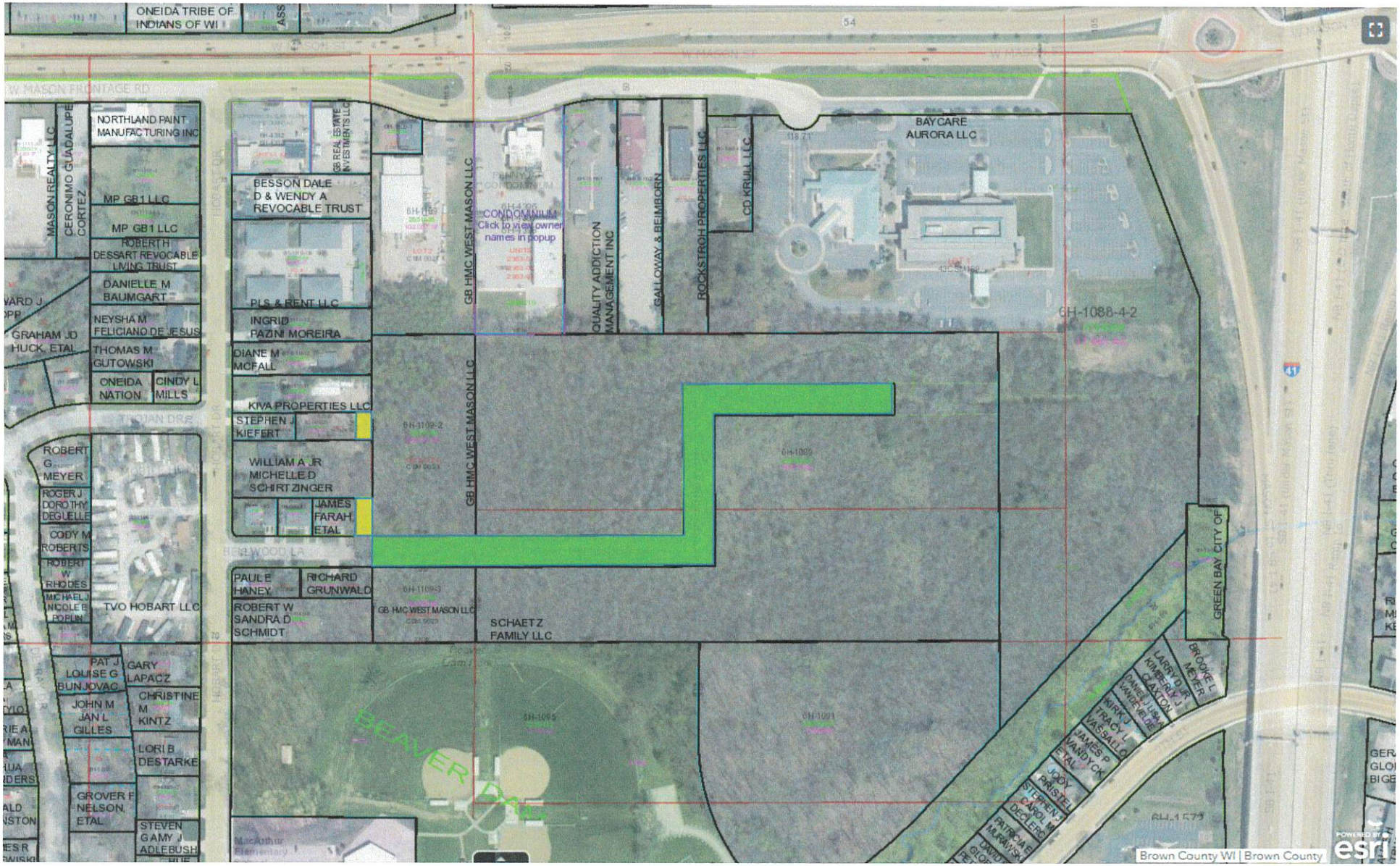
This request is part of my broader plan to open five acres of currently-landlocked property for residential development; increase the valuation and appeal of commercial properties along the South Mason Street Frontage Road; and dedicate 20+ acres of land to the city to expand Beaver Dam Park—all while improving traffic patterns along W. Mason Street and the South Frontage Road between I-41 and Packerland Drive.

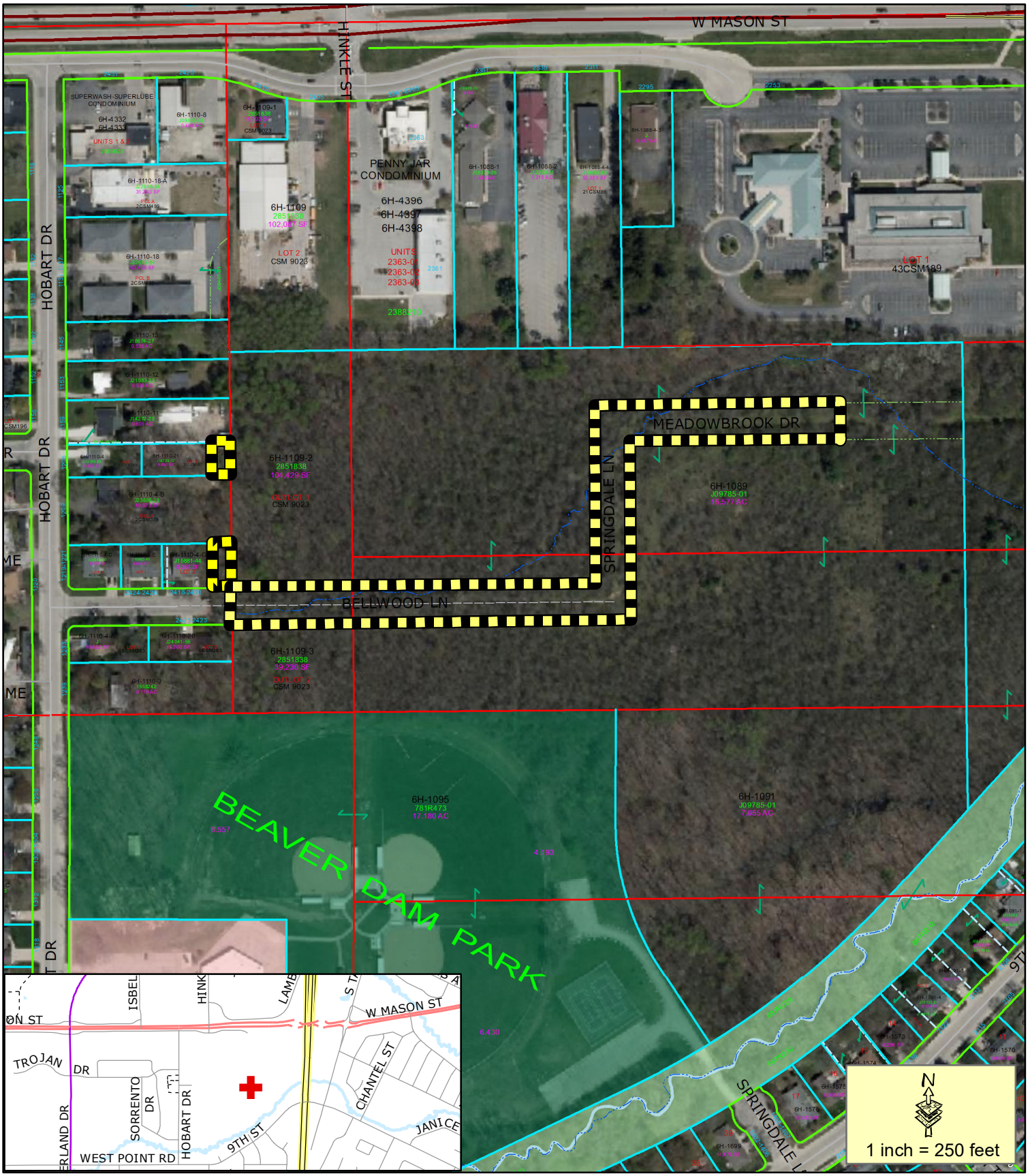
As can be seen in the accompanying conceptual site layout, this specific request is to vacate portions of rights-of-way reserved for never-built sections of Bellwood Lane, Springdale Drive and Meadowbrook Drive, highlighted in green in the attached GIS aerial. Small sections of an unnamed street's right-of-way are also requested to be vacated, and returned to adjacent property owners, shown in yellow.

Additionally, I am requesting that the City of Green Bay draft easements for utilities currently located within these rights-of-way, and that the city and myself execute them concurrently with vacation.

This action would return the rights-of-way to the adjacent properties—Parcels 6H-1089 and 6H-1109-2/6H-1109-3—in advance of eventual new platting of those properties for future residential development and partial dedication of property to the city to expand Beaver Dam Park.

Approximately five acres of property will be available for residential development along Hinkle Street, with the property for park dedication located east of the proposed Hinkle Street extension, south of the floodway setback and north of MacArthur School.


ONEIDA TRIBE OF INDIANS OF WI
54
W MASON FRONTAGE RD
MASON REALTY LLC
CERONIMO GUADALUPE CORTEZ
NORTHLAND PAINT MANUFACTURING INC
MP GB1 LLC
MP GB1 LLC
ROBERT H DESSART REVOCABLE LIVING TRUST
DANIELLE M BAUMGART
NEYSHA M FELICIANO DE JESUS
THOMAS M GUTOWSKI
ONEIDA NATION
CINDY L MILLS
GRAHAM JD HUCK, ETAL
GB REAL ESTATE INVESTMENTS LLC
BESSON DALE D & WENDY A REVOCABLE TRUST
PLS & RENT LLC
INGRID PAZINI MOREIRA
DIANE M MCFALL
KIVA PROPERTIES LLC
STEPHEN J KIEFERT
WILLIAM A JR MICHELLE D SCHIRTZINGER
JAMES FARAH, ETAL
GB HMC WEST MASON LLC
CONDOMINIUM
Click to view owner names in popup
QUALITY ADDICTION MANAGEMENT INC
GALLOWAY & BEIMBORN
ROCKSTROH PROPERTIES LLC
CD KRULL LLC
BAYCARE AURORA LLC
6H-1088-4-2
6H-1089
6H-1091
6H-1095
6H-1109-2
6H-1109-3
GB HMC WEST MASON LLC
SCHAETZ FAMILY LLC
PAULE HANEY
RICHARD GRUNWALD
ROBERT W SANDRA D SCHMIDT
GB HMC WEST MASON LLC
ROBERT G MEYER
ROGER J DOROTHY DEGUELLE
CODY M ROBERTS
ROBERT W RHODES
MICHAEL J NICOLE E POPLIN
TVO HOBART LLC
PAT J LOUISE G BUNJOVAC
GARY LAPACZ
JOHN M JAN L GILLES
CHRISTINE M KINTZ
LORI B DESTARKE
GROVER F NELSON, ETAL
STEVEN G AMY J ADLEBUSH
BEAVER DAM
MacArthur Elementary
GREEN BAY CITY OF
BROOKE L MEYER
LARRY D JR KIMBERLY J CLAXTON
DANIEL J JUSKA DANIELLE DEE
KIRK J TRACY L VASSALLO
JAMES P VANDYCK ETAL
JODY PRISTEL
STEPHEN T CAROL M DECLERCK
PATRICIA E MURRAY ET
41
Brown County WI | Brown County
esri



Proposed Street Vacation

Street vacation SV 23-02)
Proposed Vacation of Bellwood, Springdale, Meadowbrook & 2 unnamed portions of ROW

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Map prepared by DB

CITY OF GREEN BAY 1854 Titletown, USA

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
August 1, 2023	David Buck, Staff

AGENDA ITEM # Q.9

To receive and place on file the communication from Ald. Grant "Consideration with possible action to amend the R1 Zoning single family home definition of unrelated and family adult limitations to limit define family as____ and limit the number of unrelated adults to____."

BACKGROUND

On June 12, 2023, the Plan Commission approved referring Alder Grant's communication to the Law Department. The communication stated: "Consideration with possible action to amend the R1 Zoning single family home definition of unrelated and family adult limitations to limit define family as____ and limit the number of unrelated adults to____."

The attached memorandum was supplied by the Law Department as a response with the Law Department's recommendation that this request not be approved.

RECOMMENDATION

Receive the Communication and place on file without action.

FISCAL IMPACT

ATTACHMENTS

1. 2023-05-23 Dist 1 to Plan_Family Definition
2. Memorandum Regarding Alder Grants Request for Change of the Definition of a Family

From: noreply@civicplus.com
To: Celestine Jeffreys; Eric Genrich
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Monday, May 22, 2023 12:47:22 PM

Alders' Petitions and Communications

Name	Jennifer Grant
Committee Name	Plan Commission
Text of Communication	Consideration with possible action to amend the R1 Zoning single family home definition of unrelated and family adult limitations to limit define family as____ and limit the number of unrelated adults to____.

Email not displaying correctly? View it in your browser.

CITY OF GREEN BAY

TO: Plan Commission

FROM: Assistant City Attorney Logan Wood

DATE: July 19, 2023

RE: Alder Grant's Request for Change of the Definition of a Family

Background:
On June 12, 2023, the Plan Commission approved referring Alder Grant's communication to the Law Department. The communication stated: "Consideration with possible action to amend the R1 Zoning single family home definition of unrelated and family adult limitations to limit define family as____ and limit the number of unrelated adults to____." Furthermore, Alder Grant followed-up with her communication with a specific request to change the definition of family "to read family of the owner." It is inferred that owner means property owner. My understanding is that Alder Grant's communication seeks to restrict R1 zoning to only allow for the property owner or their family to live in the dwelling.

Current Definition:
Currently, the Green Bay Municipal Code defines family as "a group of two or more persons related by blood, adoption, or foster care arrangement living together as a single housekeeping unit or a group of not more than three adults not so related maintaining a common household."

Analysis:
The proposed change to the definition of a "family" is unlawful and impractical, and Law Departments recommendation is that this request not be approved. First, definitions, such as "family," cannot change based on the zoning designation, and thus, an R1 definition must strictly align with the other zoning code definitions. Second, If Alder Grant's recommendation were to be implemented, the legal ramifications would be severe on property owners. Alder Grant's version of "family" would limit all property owners to only be able to rent their property to their own family members. This would result in houses, duplexes, apartment buildings, and apartment complexes to be restricted in renting to only the property owner's family members. In scenarios where the property owner is a business entity (e.g. LLC, LLP, Corporation, etc.) there would be no family members, and thus, there would be no legal renters available. Third, assuming that the definition was limited to only R1 districts, this would still impact short-term rental properties, as well as allowable duplexes located within R1 districts. Such resulting situations would likely lead to liability exposure in the form of equal protection claims, takings claims, inverse condemnation and other constitutional violations.

Conclusion:
For the reasons stated, it is the Law Departments recommendation that this request not be approved.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # R.1

To approve the Revaluation Policy.

BACKGROUND

RECOMMENDATION

Approval of the Policy.

FISCAL IMPACT

ATTACHMENTS

1. Reval Policy Draft July 2023

CITY OF GREEN BAY	
Policy Title Tax Assessment and Revaluation Policy	**Policy Reference** Chapter
Policy Source Finance Department – Assessor	**Legal Review Date**
Finance Committee Approval	**City Council Approval**

Purpose. To establish a consistent approach to determining when a revaluation may occur in compliance with state law. The assessment of general property for taxation in all cities must be made in accordance with Wis. Stat. ch. 70. Wis. Stat. ch. 70.05(5)(b) requires a taxation district assess property at full value at least once in every 5-year period. Additionally, the Wisconsin Department of Revenue monitors the assessed value of each major class of property in a taxation district. Should the assessment value not be within 10 percent of the full value during the same year once in a 4-year period (current year and preceding 3 years), the City will be deemed out of compliance with state law.

Process.

The Assessor will report to Council the annual assessment, including the percent of the full value, by September 1st of each year.

The Assessor will immediately report to Council any notice received from the Wisconsin Department of Revenue.

The Assessor will request approval from Council to conduct a revaluation of general property every 5 years starting with the 2022 assessment cycle. A revaluation may take 2-3 years to complete, so funding requests will be submitted to Council accordingly.

The revaluation will utilize the three approaches to value (sales, cost, and income where appropriate), to determine market value assessments for all the locally assessed property.

Property owners will be notified in writing that a revaluation is taking place. Property owners may annually utilize the Board or Review to review and appeal property tax assessments.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # R.2

To approve the ordering of a shared Police and Fire command vehicle and paying with 2025 bonding due to long lead times.

BACKGROUND

The 2025 CIP included a $750,000 request from the Police for a command vehicle.
The 2025 CIP included a $608,500 request from Fire for a command vehicle.
This request is for a shared resource for Police and Fire. The police department will sell the current mobile command post which is essentially not operational. The sale of equipment revenue will be put toward this purchase. The request is to order by August 7, 2023, due to long lead times. The goal is have delivery in early 2025.
Purchasing of GSA Contract: GSA CONTRACT# GS-30F-0009L.
Bond in 2024 or 2025.

RECOMMENDATION

Approval of the request to order the command vehicle.

FISCAL IMPACT

ATTACHMENTS

1. Memo on Command Vehicle July 2023
2. Green Bay FD (WI) C45MCC-35667-23 Sales Dwg Rev 1

Green Bay Metro Fire Department
501 South Washington Street
Green Bay, Wisconsin 54301-4218
www.greenbaywi.gov/fire

Phone 920.448.3280

Matthew W. Knott
Fire Chief

DATE: **7/20/2023**

TO: Director Diana Ellenbecker
Members of the Finance Committee

FROM: Matthew Knott, Fire Chief
Chris Davis, Police Chief

RE: **Fire and Police Shared Command Vehicle**

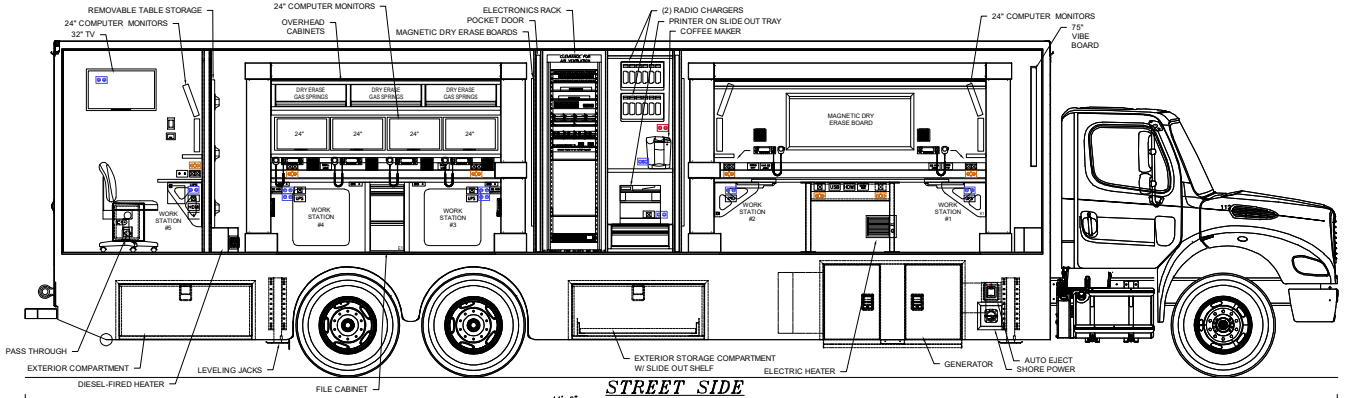
NARRATIVE

The Green Bay Metro Fire Department and the Green Bay Police Department are requesting approval to purchase an incident command vehicle from LDV Specialty Vehicles, Burlington Wisconsin. This vehicle will replace the current fire and police vehicles and is included in our Capital Plan.

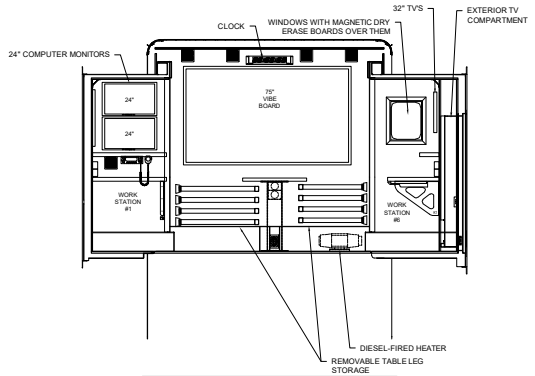
The estimated total price will be $1,550,000. This includes a vehicle purchase of approximately $1,400,000 and radios and other ancillary equipment for $150,000.

We are requesting approval to purchase now as the vendor is experiencing long lead times and future pricing increases. Our goal is to have the vehicle in service in early 2025.

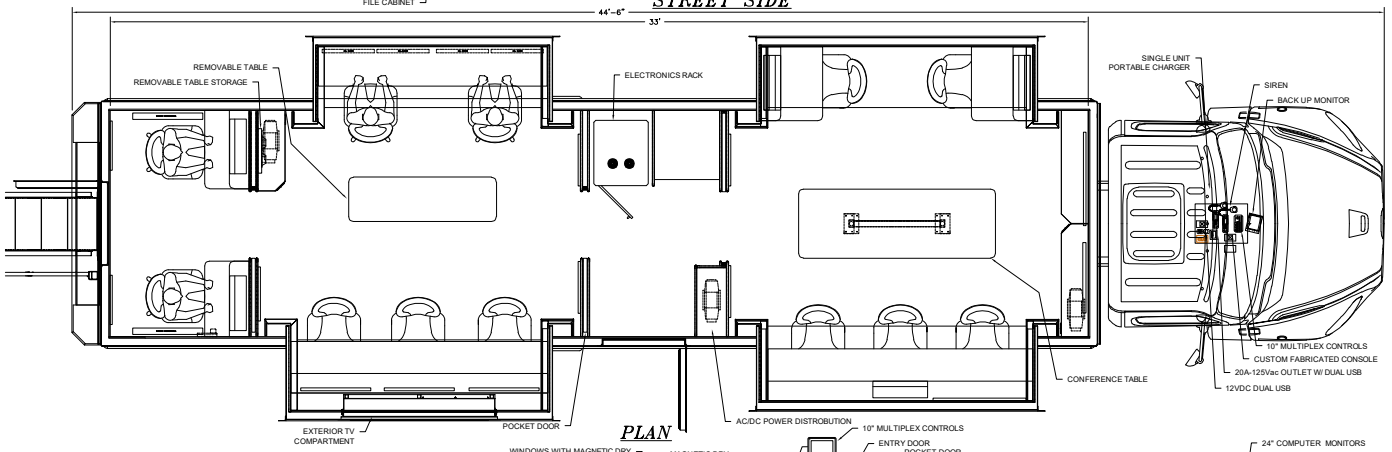
This vehicle will be purchased using GSA Contract #GS-30F-0009L



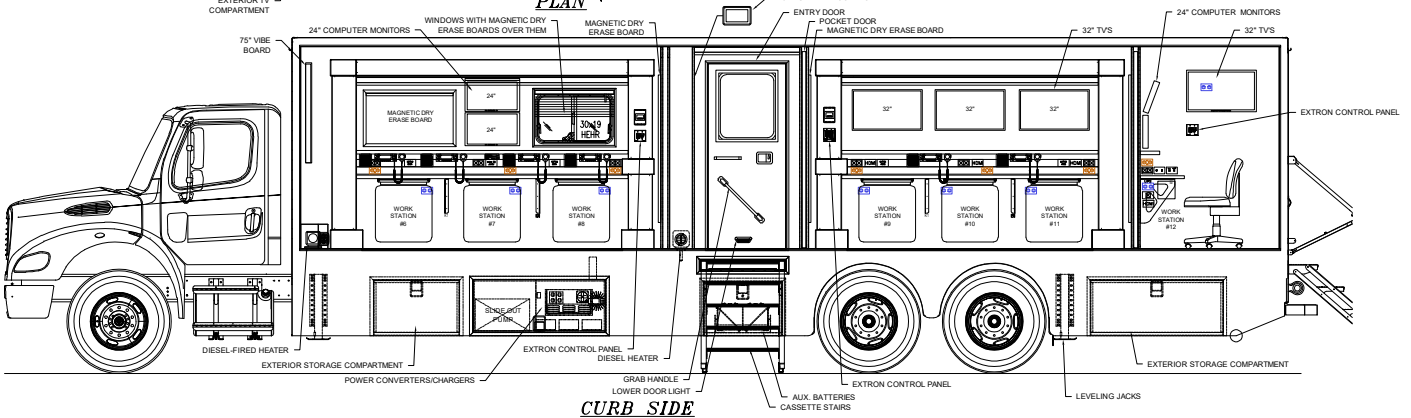
STREET SIDE



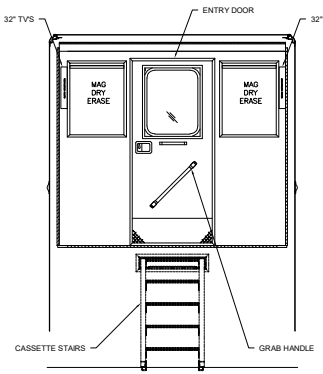
FRONT



PLAN



CURB SIDE



REAR

LED CEILING LIGHT (WHITE)
LED CEILING LIGHT (WHITE, RED OR BLUE)
OR ON DURING REDUCED MODE

120 VAC
120 VAC WITH DUAL USB PORTS
120 VAC G.F.I.
INVERTER
12 VDC

OUTLET IDENTIFICATION COLOR
120 VAC (ELECTRONICS/DEDICATED)
120 VAC (NON-DEDICATED)
120 VAC (HOT/AUTO EJECT/SHORE)

HDMI HDMI PORT
RJ-45 NETWORK JACK
RJ-11 TELEPHONE JACK
TV ANTENNA
SPARE PLATE
SPEAKER VOLUME
SWITCH
MICROPHONE

TPD INTERIOR INTEL-I-TOUCH PAD
TPS EXTERIOR INTEL-I-TOUCH PAD
SURVEILLANCE CAMERA
EXTERIOR 120 VAC G.F.I.
AC THERMOSTAT
ESPAR FURNACE THERMOSTAT

ALARM SYSTEM CONTROL
WATER/WASTE TANK LEVEL MONITOR
CO/SMOKE DETECTOR
SPEAKER
BACK-UP CAMERA
PERIMETER CAMERA

SOME ITEMS SHOWN MAY BE CUSTOMER SUPPLIED OR OPTIONAL. REFER TO SPECIFICATIONS FOR DETAILS.

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REVISIONS

NO.	DESCRIPTION	DATE	BY
1	LAYOUT CHANGES	07.20.23	PDR
2			
3			
4			
5			
6			
7			

LDV

GREEN BAY FD (WI)
C45MCC-35667-23

DRAWN BY: K. WEBER	DATE: 06.21.23	SCALE: 1/2" = 1'-0"
PROJECT MGR: K. WEBER	DATE	DWG. TYPE: A
DRAWING SALES		

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # R.3

To approve the contract for translation service with Visual Communication Services up to $75,000 using the American Rescue Plan Act grant.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Translation Services Finance Request 7-25-23

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

Phone 920.448.3047
Fax 920.448.3050

07/25/2023

Finance Committee 07/25/2023

Consideration with possible action of approval for spend on Translation Services with Webbco (Visual Communication Services) $75,000 under the Omni Partners through Region 4 Education Service Center (ESC) Contract #R210611. (see attached). Funding is coming out of the American Rescue Plan Grant. This is the first part of this implementation focusing on document translation. The second part will be utilizing a service for on-line translation via phone and media devices for translation. This will be done through a Language Line On-Line Service currently utilized by City of Green Bay Police and Fire. This anticipated spending on this will be $25,000. The combined total cost for this enhancement will be $100,000.

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Project Name	Spanish/English Bilingual Specialist	Does this project address majority disproportionately impacted communities (drop down menu)	Yes

Requester Celestine Jeffreys, Clerk

Senior Leadership Strategy (Pick at least one from drop down menu)	Equitable Community Development	Employee Recruitment and Engagement	Commitment to Service excellence (city services)		
Federal Categories (Pick at least one from the drop down menu)	Respond to Health Emergency	Revenue Replacement			
Request amount	$75,000 annually (for document translation services)($25,000 for on line translation services) $100,000granted by council)				
Project summary	In order to meet the demand for Spanish language interpretation, I'd like to hire a Spanish/English bilingual specialist, for the length of the grant, to translate the City's existing documents, add vital information to our website, and provide live Spanish interpretation to residents. The clerk's office, as the first stop for many residents, has experienced increasing demand for interpretation, especially around licenses. We also need to have our licensing documents in Spanish, online. Other departments such as DPW and Parks could use the services of an interpreter and a translator.				
Project Outcomes	The outcomes are to: have core documents, instructions and web pages in Spanish; provide live interpretation for residents.				
Possible other funding sources	None that I know of.				
Additional Notes	This person would need to demonstrate near-native abilities with the Spanish and English languages and be familiar with the vocabulary and syntaxis of the most common variations of Spanish spoken by Green Bay's Spanish-speaking residents (Mexican Spanish, Puerto Rican Spanish and Central American Spanish). This person would need to work				

	highly collaboratively with departments to understand processes, procedures and policies, so that translation and interpretation are accurate.

RFP Notes, meeting w/ Joe 12/28/2022

Goals: to have our documents, website, request for service, FAQs, applications (and corresponding ordinances) translated into Spanish to promote openness, access and education amongst more community members.

Should we provide the documents in the RFP? yes

Shelby convo: can the translator tell us if the Google translate button on the website is accurate? AND what's the legal threshold for accuracy and comprehensibility. RFS does not have the Google translate button.

Clerk
Licenses: dog, cat, exotic/excess, bee, chicken, animal establishment, liquor (we can translate, but needs to exactly match state forms), picnic, cigarette, operator, mobile food vendor (including the hold harmless agreement), public vehicle, public vehicle operator, junk collector, solicitor, 2nd hand dealer, direct sales, sidewalk builder and tree trimmer.

Voter: more voter webpages, poll worker application webpage

Fee schedule

Parks
Park shelter rental (it's already in Spanish)

Mayor
Special Event booklet

DPW
Information guide
Initiatives—green infrastructure, no mow may, planned natural landscape, rain barrels
Block party application
Yard waste, bulk waste, garbage, recycling
Parking tickets (can these be in Spanish) and any links to paying for them should also be in Spanish

Assessor
Property taxes
Personal property taxes
Can the tax bill be in Spanish?

Finance
Budget brochure

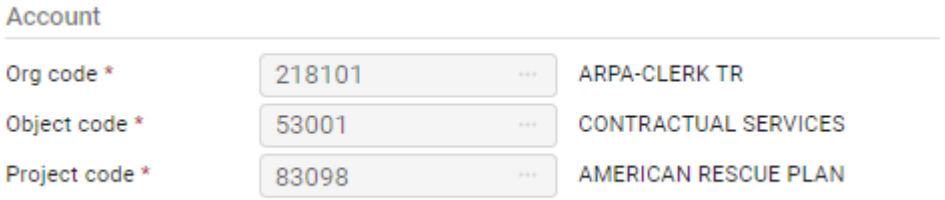
CED
About Green Bay webpage
All of the permit documents under “permit guides, forms and fees”
Inspection information

From meeting with Joe, Tom and Susan:

- We have three contractors to whom we can provide information and they will give us a contracted price. Webbco offers contracted services
- We should focus on durable, essential documents.
- We’ll ask the service to give us an analysis of the accuracy of Google Translate on our website.
- We’ll explore insurance for the translations.
- We are not looking for live or over-the-phone translations, only documents.
- We want to reserve some funding for years 2 and 3

Next steps:

- Maintain timeline of info to services by mid-February - Done
- Need deliverable(s) by May – Done
- Will include deadlines (or expiration dates) for the documents we’ll have translated to better prioritize. Done
- Will have a list by mid-January with comments by end of January – Done
- Gather list of annually edited docs e.g., PRF summer guides – Done



DPW

1. Information guide
2. Block party application
3. Yard waste, bulk waste, garbage, recycling (information on the website)
4. Initiatives—green infrastructure, no mow may, planned natural landscape, rain barrels.

5. Parking tickets (can these be in Spanish) and any links to paying for them should also be in Spanish—we should put a translation of this on the website, and the parking information in the ‘information guide” will be in Spanish too. (maybe the yellow envelope can be translated)

CONTRACT TRANSLATION SERVICE AGREEMENT

The following is a Contract Translation Service Agreement between the City of Green Bay (herein referred to as "the Customer") and **Visual Communication Services** for the purposes of defining the services that both parties agree to be provided, and in turn are billable at the agreed upon rate, included in the fee schedule for services provided attached to this agreement and following the Omni Partners through Region 4 Education Service Center (ESC) Contract #R210611. (see attached)

Brief Summary:

Visual Communication Services agrees to:

- Provide highly qualified, certified providers.
- Such providers will perform these services with the highest quality of skill, professionalism, and integrity.
- Provide consistency in the provider(s) providing services for each request when at all possible.
- Coordinate, supervise, and be a liaison between the provider(s) providing services and The Customer of such services of City of Green Bay.
- Provide a quote when documents are being requested to be translated.
- Wait for approval of the quote before moving forward with the translation request.
- Provide translation, editing, proofing, quality assurance checks, and formatting.
- Return document(s) as agreed.
- Educate The Customer on the standards of service provided by **Visual Communication Services**.
- Perform services under this Agreement, and shall be deemed as an independent contractor and shall not in any capacity be deemed an agent nor an employee of The Customer. It is agreed and understood that under this agreement that the service providers of **Visual Communication Services** will not be eligible for benefits that may be offered to regular full time employees of The Customer.
- Acknowledge and follow all applicable laws, regulations, policies, and procedures including, but not limited to, those of The Customer relative to conduct on its premises and the confidential nature of its services.
- Invoice The Customer after services are rendered up to that point.

The Customer agrees to:

- Provide **Visual Communication Services** with documents in their original format, specify language that the document is to be translated into.
- Provide any pertinent information as specific vocabulary that is preferred and the timeframe that the document(s) are to be completed.
- Approve quote so that translation of the document(s) can proceed.
- Compensate **Visual Communication Services** for services rendered within 30 days of receipt of the invoice, i.e. at the rates described in the fee schedule. Customer will have 30 days from the date the documents are returned to submit any request for corrects without a fee. The invoice will include an itemized statement including the job number in order to maintain confidentiality, date requested, total rate of document, rush charges if applicable, additional fees if document(s) are not in original format, need DTP, or are not of a standard format, ie word, excel. Agree to compensate for all documents completed if a cancellation were to occur once approval has been given. A penalty of the total amount of the invoice shall be assessed in the event that payment is not rendered by the

30th days from the date of receipt of invoice. Any additional information needed or questions regarding the invoice should be directed to the Accounting Department of **Visual Communication Services.**

CONTRACT CONDITIONS AND TERMS:

- **Visual Communication Services** will do everything possible to fill request called in with less than 48 hour notice. i.e. call other service providers should **Visual Communication Services** be unable to fill the request.

- Cancellation must be provided by The Customer greater than 24 hours prior to the start of the requested service. Failure to provide such notice will result in invoicing the full amount of the completed documents of the original requested service.

- Rush fees and additional service fees will be billed according to the fee schedule.

- **Visual Communication Services** and service providers shall carry professional insurance (minimum of $1,000,000 for professional liability)

- Every service provider of **Visual Communication Services** will have the following on file:
  - Current Certification or Qualifications
  - Proof of Professional Liability Insurance

Miscellaneous:

- This document combined with the #R210611 contract constitutes the agreement of the parties and supersedes any other oral or written understandings of agreement.

- This agreement may not be amended or otherwise altered except upon written agreement of both parties.

- The provisions of this agreement are soluble. Either party may terminate this agreement at any time by notifying the other party in writing at least thirty (30) days prior to the termination of service.

- This agreement shall be construed under the laws of the State of Texas, and venue in any action brought here under shall be in Harris County, Texas.

- Any written notice required by this agreement shall be mailed first class to the address set forth on the confirmed agreement page listed below.

Visual Communication Services
3934 FM 1960 Road West, Suite 350
Houston, Texas 77068

Erma Webb, Managing Member
Visual Communication Services

3/10/23
Date

Effective Date: March 10, 2023

City of Green Bay
100 N. Jefferson Street
Green Bay, Wisconsin 54301

City of Green Bay

Date

Expiration Date: March 10, 2024

LanguageLine Solutions®

LanguageLine App

Organization Name:

Activating the LanguageLine App on Your Device

Easily access audio and video interpreting empowering you to provide outstanding service when communicating with the Limited English Proficient and Deaf or Hard-of-Hearing. The LanguageLine app is available for iPads, Smartphones, tablets, and laptops to quickly connect to professional interpreters anytime, anywhere 24/7/365. Follow these instructions to complete a one-time activation of your device.

Laptop/PC with Google Chrome Browser

1. Using **Chrome**, enter this url: https://InSight.LanguageLine.com
2. Insert your **Authentication Code**
3. Type a **Device Name**
4. Click on **"Activate Device"**
5. Click on **"ALLOW"** for access to your camera and microphone.

iPhone or iPad

1. On your **iPhone** or **iPad** tap the App Store icon and search for "LanguageLine InSight". Tap "Get" and "Install".
2. After **download** is complete, tap the "Interpreters" icon and follow the screen prompts to complete the one-time authentication of your device.
3. After you tap **"Activate Device"**, tap **"OK"** two times to allow the application to access your microphone and camera.

Android Device

1. On your **Android** device tap the Google Play store icon and search for "LanguageLine". Tap the "Interpreters" icon. Then tap "Install".
2. After **download** is complete, tap "Open".
3. Tap **"OK"**, then tap **"Allow"** twice to allow the application to access your microphone and camera.
4. Follow the screen prompts to complete the one-time authentication of your device.

YOUR AUTHENTICATION CODE AND DEVICE NAME

Authentication Code (not case sensitive):

Device Name (15 digit maximum):

TIPS FOR A SUCCESSFUL INTERPRETATION SESSION

1. Introduce yourself and brief the interpreter.
2. Speak slowly in short sentences.
3. Allow the interpreter time to interpret.
4. Check for understanding.

QUESTIONS OR NEED ASSISTANCE?

Contact your LanguageLine Account Executive or CustomerCare@LanguageLine.com / 1-800-752-6096
For 24/7 Technical Support call 1-844-373-1951

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Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # R.4

To approve the purchase of 16 Motorola portable radios for $77,818.72 funded by the American Rescue Plan Act grant.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Police Request Portable Radios Fin Com 7-25-23

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: July 25th, 2023

RE: Purchasing Request

Cc: Diana Ellenbecker, Linda Chosa

Report by Rick Jurkanis, Thomas J. Walenski

Discussion and possible approval for the purchase of 16 Motorola Portable Radios APX6000 7/800. This is a Contract Purchase from the State of Wisconsin # 50ENT-022-SAFETYCOMM-00 Contract. The total cost for this purchase is $77,818.72. This will be a ARPA funded purchase from 218300-55140-82098.

Respectfully Submitted
Thomas J. Walenski
Thomas J. Walenski
City of Green Bay – Procurement Manager

Green Bay Police Department

Approved Funds: ARPA

Requisition #131

Department Contact for this Requisition: Jason Bamman @ 3037

Purchase request: (16) APX6000 7/800 Portable Radios

Cost: $77,818.72

Account Number: See Below

Created and Approved by Rick Jurkanis 6/7/23

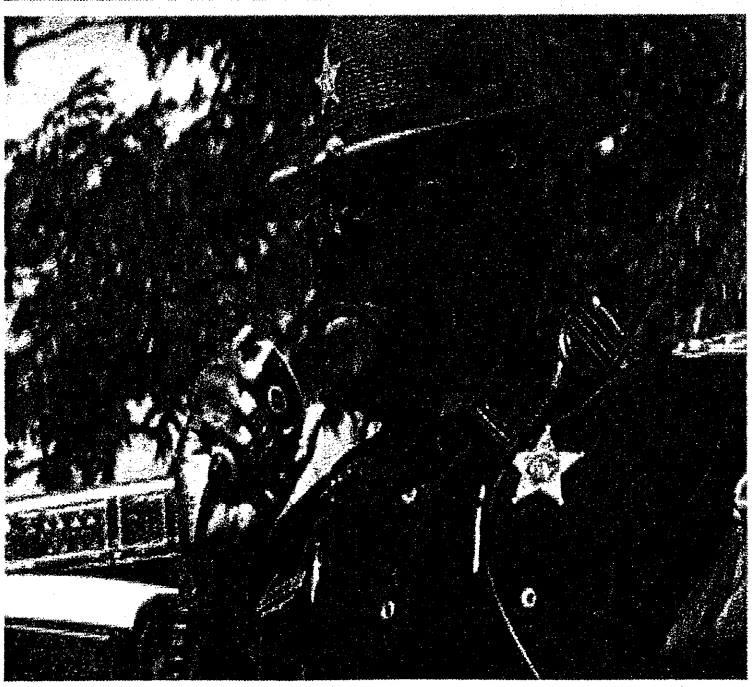
Please see attached quote for specifications and work with department contact to finalize specifications. Vendor is Baycom. Approved State Contract Price. Please confirm quote before issuing purchase order.

Please use the following funding sources:

1. $77,818.72: ARPA 218300-55140-83098

QUOTE-2168520

MOTOROLA SOLUTIONS



GREEN BAY POLICE DEPT, CITY OF

Green Bay Police; (16) APX6000 7/800 Portable Radios

05/17/2023

The design, technical, pricing, and other information (" Information ") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote (" Motorola ") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-2168520

05/17/2023

GREEN BAY POLICE DEPT, CITY OF
307 S ADAMS ST
GREEN BAY, WI 54301

RE: Motorola Quote for Green Bay Police; (16) APX6000 7/800 Portable Radios
Dear Jason Bamman,

Motorola Solutions is pleased to present GREEN BAY POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GREEN BAY POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Eric Schroeder at eschroeder@baycominc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Eric Schroeder
Communications Consultant

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-2168520
Green Bay Police; (16) APX6000 7/800 Portable Radios

Billing Address:
GREEN BAY POLICE DEPT, CITY OF
307 S ADAMS ST
GREEN BAY, WI 54301
US

Quote Date:05/17/2023
Expiration Date:07/14/2023
Quote Created By:
Eric Schroeder
Communications Consultant
eschroeder@baycominc.com
9205444203

End Customer:
GREEN BAY POLICE DEPT, CITY OF
Jason Bamman
Jason.Bamman@greenbaywi.gov
920-448-3037

Contract: 19860 - NASPO 00318
Payment Terms:30 NET

WISCONSIN STATE CONTRACT # 505ENT-O22-SAFETYCOMM-00

Radio programming in needed will be invoiced separately at $85 per radio.

Line #	Item Number	Description	Qty	List Price	Contract Price
	APX™ 6000 Series	APX6000			
1	H98UCD9PW5BN	APX6000 7/800 MHZ MODEL 1.5 PORTABLE	16	$3,213.00	$2,345.49
1a	H869BZ	ENH: MULTIKEY	16	$363.00	$264.99
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	16	$6.00	$4.38
1c	Q361AR	ADD: P25 9600 BAUD TRUNKING	16	$330.00	$240.90
1d	H38BT	ADD: SMARTZONE OPERATION	16	$1,320.00	$963.60
1e	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	16	$567.00	$413.91
1f	Q629AK	ENH: AES ENCRYPTION AND ADP	16	$523.00	$381.79
1g	QA05100AA	ENH: STD 1 YR WARRANTY APPLIES NO SFS	16	$0.00	$0.00
2	PMNN4485A	BATT IMPRES 2 LIION R IP68 2550T	16	$168.63	$89.00

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Contract Price
3	NNTN8045A	CHARGR INTRFCE UNT GEN1 IMPRES SUC	16	$75.00	$54.75
4	PMMN4069AL	MICROPHONE,IMPRES RSM, 3.5MM JACK, IP55	16	$143.64	$104.86

Grand Total $77,818.72(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Rick Jurkanis

From: Susan House
Sent: Tuesday, June 6, 2023 8:55 AM
To: Rick Jurkanis
Cc: Thomas Walenski
Subject: RE: CIP list for ARPA

218300-55140-83098 These are all replacements correct?

Susan

From: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Sent: Tuesday, June 6, 2023 8:47 AM
To: Susan House <Susan.House@greenbaywi.gov>
Cc: Thomas Walenski <Thomas.Walenski@greenbaywi.gov>
Subject: RE: CIP list for ARPA

What account number should we use?

Rick

From: Susan House <Susan.House@greenbaywi.gov>
Sent: Tuesday, June 6, 2023 8:36 AM
To: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Cc: Thomas Walenski <Thomas.Walenski@greenbaywi.gov>
Subject: CIP list for ARPA

Hello,
Just checking to see if these items have been requested?

1	Police	Mobile (squad) radios	Equipment	1	24,500	**24,500**	Annual replacement schedule (5/year)
2	Police	Hand held radios	Equipment	1	78,000	**78,000**	Annual replacement schedule (20/year)
3	Police	Radio Repeater 2023	Equipment	1	60,000	**60,000**	Annual replacement schedule (5/year)

I am just making sure that these items get ordered right away so that we have funds "obligated". The Police are the last three items to be requested. If it helps you can do what DPW did for their items. DPW put in a memo asking for their items, did not include quotes but did include the quantity and some specs that they needed for their items. If you could submit something if you haven't already that would be great. Once they get that request with the memo, Tom and Troy are working with each department to finalize what they need, and get quotes for them when possible, so that the items can be ordered once approved through Council.

Let me know if that makes sense, and if you already requested your items thanks! I must've missed them in the flurry of requests last week.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # R.5

To approve the purchase of three (3) 2024 Chevrolet Silverado trucks from Napleton Chevrolet Columbus for $139,284 funded by 2023 bonded dollars.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Request Pick Up Trucks COGB Fire 3-ea Full Document v2

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

Phone 920.448.3047
Fax 920.448.3050

07/18/2023

Finance Committee 07/26/2022 – City of Green Bay Fire Department

Consideration with possible action of approval on the Purchase of three (3)(C051 8 BASE Fleet 2024 Chevrolet Silverado 1500) (CK10743) 4WD Crew Cab 157 Work Truck(s) under the State of Wisconsin vehicle contract provided by Napleton Chevrolet. Funding for this purchase includes 2022 and 2023 bonded dollars and assigned to GL Account 424400-55140. These are to be purchased off of the State of Wisconsin Contract 505ENT-M21-VEHICLES-00. The vehicle's current anticipated delivery is Q1 of 2024.

Total cost of three (3) Vehicles is $139,284.00.

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

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

Phone 920.448.3047
Fax 920.448.3050

July 17, 2023

Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave.
Columbus, WI 53925
920.623.5800
edamico@napleton.autos

RE: INTENT TO AWARD NOTICE
STATE CONTRACT 505ENT-M21-VEHICLES-00

Dear Erin Damico:

The City of Green Bay intends to purchase three (3) C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck(s) under the State of Wisconsin vehicle contract provided by Napleton Chevrolet Columbus. A specification sheet for these vehicles is attached. Funding for this purchase includes 2022 and 2023 bonded dollars and assigned to GL Account 424400-55140.

This Intent to Award Notice is contingent upon the City of Green Bay Finance Committee approval which is anticipated to be meeting on July 25, 2023. Should the above recommendations be approved by the Finance Committee, the award will be brought before the City of Green Bay Common Council on or about August 1, 2023 at 7:00 pm for final approvals.

Upon approval, a purchase order will immediately follow.

This meeting is open to the public and attendance is not required. As the room and time may change, please confirm the date, time, and location if you plan to attend.

Thank you for your continued interest in doing business with the City of Green Bay. If you have any questions, or require additional information, please feel free to contact me at 920-448-3049.

Sincerely,

Troy Van Handel

Troy Van Handel
Buyer

Attachment

Cc: D. Ditscheit
G. Barta

Napleton Chevrolet Columbus
Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

troy.vanhandel@greenbaywi.gov

City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck

Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave.
Columbus, WI 53925
920.623.5800
edamico@napleton.autos

State Contract 505ENT-M21-VEHICLES-00

Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck (✓ Complete)

Quote: City of Green Bay Silverado 1500

Quote Worksheet

		MSRP
Base Price		$46,100.00
Dest Charge		$1,895.00
Total Options		$3,723.00
	Subtotal	**$51,718.00**
Title Fee		$164.50
New Municipal Plates		$5.00
Delivery Fee		$137.50
	Subtotal Pre-Tax Adjustments	**$307.00**
Less Customer Discount		($5,596.60)
	Subtotal Discount	**($5,596.60)**
Trade-In		$0.00
Excluded from Sales Tax	**Subtotal Trade-In**	**$0.00**
	Taxable Price	**$46,428.40**
Sales Tax		$0.00
	Subtotal Taxes	**$0.00**
	Subtotal Post-Tax Adjustments	**$0.00**
	Total Sales Price	**$46,428.40**

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL

CODE	MODEL	MSRP
CK10743	2024 Chevrolet Silverado 1500 4WD Crew Cab 157" Work Truck	$46,100.00

COLORS

CODE	DESCRIPTION
G7C	Red Hot (Not available on RST models.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19889. Data Updated: Jul 9, 2023 6:42:00 PM PDT.

Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck (✔ Complete)

Quote: City of Green Bay Silverado 1500

NOTE

CODE	DESCRIPTION	MSRP
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **	$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	$1,595.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

GVWR

CODE	DESCRIPTION	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

AXLE

CODE	DESCRIPTION	MSRP
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	$0.00

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Data Version: 19889. Data Updated: Jul 9, 2023 6:42:00 PM PDT.

City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck (✓ Complete)

Quote: City of Green Bay Silverado 1500

WHEELS

CODE	DESCRIPTION	MSRP
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	$0.00

TIRES

CODE	DESCRIPTION	MSRP
QBN	Tires, 255/70R17 all-season, blackwall (STD)	$0.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
QBR	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)	$0.00

PAINT

CODE	DESCRIPTION	MSRP
G7C	Red Hot (Not available on RST models.)	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	$0.00

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Data Version: 19889. Data Updated: Jul 9, 2023 6:42:00 PM PDT.

City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck (✔ Complete)

Quote: City of Green Bay Silverado 1500

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
ZLQ	WT Fleet Convenience Package includes (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror. Not available with (PCV) WT Convenience Package.)	$370.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	$395.00
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) TurboMax engine or (VYU) Snow Plow Prep Package.)	$0.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
B1J	Wheelhouse liners, rear (Not available on Regular Cab models, 2WD Crew Cab or Double Cab models, or with (ZW9) pickup bed delete.)	$140.00
CGN	Chevytec spray-on bedliner, Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Not available with (ZW9) pickup bed delete. Double Cab and Crew Cab models are available with Ship Thru codes (VCO), (VDT), (VYC) or (VYS). Crew Cab and Regular Cab models are available with Ship Thru codes (A6T), (TW3), (VI1), (VKZ) or (WEZ).)	$545.00
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	$0.00

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City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck (✔ Complete)

Quote: City of Green Bay Silverado 1500

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5H1	Key equipment, two additional key fobs (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (AMF) Remote keyless entry package.)	$45.00
8S3	Back-up alarm, 97 decibels (Not available with SEO (SFW) Back-up alarm calibration.)	$138.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	Inc.
R7N	Not Equipped with Steering Column Lock, see dealer for details *CREDIT*	($50.00)

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
R9L	Deleted 3 Years of Remote Access. (Requires (UE1) OnStar. Required on the following order types: FDR, FLS, FBC, FGO, FRC. Available on the following order types: FEF, FNR, TSC, TSP, TSR, TSD, TSM. Required on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.) *CREDIT*	($300.00)

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
PDB	LPO, Dark Essentials Package includes (RIK) Black Silverado nameplates, along with where applicable, Black Custom/LT/RST/LTZ/High Country/Z71/6.2L/Duramax badges, LPO, (SFZ) Black bowtie, LPO and (SB7) Black tailgate CHEVROLET lettering, LPO, (dealer-installed) (Not available with (ZW9) pickup bed delete. When (QK2) Multi-Flex tailgate is ordered (SB7) Black tailgate lettering is replaced with tailgate Black bowtie.)	$350.00
RIK	LPO, Black nameplates (dealer-installed) (Included and only available with (PDB) Dark Essentials Package, LPO.)	Inc.
SB7	LPO, Black tailgate lettering (dealer-installed) (Included and only available with (PDB) Dark Essentials Package, LPO.)	Inc.
SFZ	LPO, Black Bowtie Emblem, front (dealer-installed) (Included with (PDB) Dark Essentials Package, LPO. When ordered with (QK2) Multi-Flex tailgate, will include Black tailgate bowtie.)	Inc.
VQO	LPO, Black work step (dealer-installed) (Not available until 3rd qtr., 2023. Included with (PDW) Assist Step and Tonneau Value Package I, LPO. Not available with any other assist steps.)	$495.00
	Options Total	**$3,723.00**

Standard Equipment

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Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck (✔ Complete)

Quote: City of Green Bay Silverado 1500

Package	
	Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam
Mechanical	
	Durabed, pickup bed
	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)
	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine.)
	Rear axle, 3.42 ratio
	GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) TurboMax engine.)
	Push Button Start
	Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)
	Transfer case, single speed electronic Autotrac with push button control (4WD models only)
	Four wheel drive
	Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power
	Alternator, 220 amps (Included with (L3B) TurboMax engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)
	Recovery hooks, front, frame-mounted, Black (Included with 4WD models.)
	Frame, fully-boxed, hydroformed front section
	Suspension Package, Standard
	Steering, Electric Power Steering (EPS) assist, rack-and-pinion
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Brake lining wear indicator
	Capless Fuel Fill
	Exhaust, single outlet
Exterior	
	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)
	Tires, 255/70R17 all-season, blackwall (STD)

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City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck (✔ Complete)

Quote: City of Green Bay Silverado 1500

Exterior	
	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)
	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
	Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door
	Bumpers, front, Black (semi-gloss)
	Bumpers, rear, Black (semi-gloss)
	CornerStep, rear bumper
	Cargo tie downs (12), fixed rated at 500 lbs per corner
	Headlamps, halogen reflector with halogen Daytime Running Lamps
	IntelliBeam, automatic high beam on/off
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)
	Taillamps with incandescent tail, stop and reverse lights
	Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)
	Glass, solar absorbing, tinted
	Door handles, Black
	Tailgate and bed rail protection cap, top
	Tailgate, standard
	Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)
	Tailgate, gate function manual, no EZ Lift
Entertainment	
	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Sirius XM, delete
	Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
	Wireless phone projection for Apple CarPlay and Android Auto
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

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City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck (✔ Complete)

Quote: City of Green Bay Silverado 1500

Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Steering column, Tilt-Wheel, manual with wheel locking security feature
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Compass located in instrument cluster
	Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power
	Remote Keyless Entry, with 2 transmitters
	Power outlet, front auxiliary, 12-volt
	USB Ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone manual
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
Safety-Mechanical	
	Automatic Emergency Braking

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City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck (✔ Complete)

Quote: City of Green Bay Silverado 1500

Safety-Mechanical	
	Front Pedestrian Braking
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control
Safety-Interior	
	Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
	OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
	HD Rear Vision Camera
	Lane Keep Assist with Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)
	3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

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City of Green Bay C051 8 BASE Fleet 2024 Chevrolet Silverado 1500 (CK10743) 4WD Crew Cab 157 Work Truck (✔ Complete)

Quote: City of Green Bay Silverado 1500

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # R.6

To approve the purchase and installation of two Federal Signal emergency sirens for $54,897.00 funded by 2023 bonded dollars.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Comm request Replace Sirens Site 6 and 10 packet

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

Phone 920.448.3047
Fax 920.448.3050

07/18/2023

Finance Committee 07/25/2023

Consideration with possible action of approval on the Purchase and Install of Sirens at Site 6 and 10 Green Bay Fire Department for a total cost of $54,897.00. The Sirens are to be purchased from an ANS Federal GSA Contract through Federal Signal. The installation of Sirens will be done by Emergency Communications Systems. Below is the breakdown of associated costs. This is to be funded through 424400-55140-41212 Fire Equipment Replacement Budget line Item.

Site #6 Equip $16,691.00 / Install $11,145.00 / Total Site Cost $27,836.00

Site #10 Equip $16,811.00 / Install $10,250.00 / Total Site Cost $27,061.00

Overall Cost Both Sites = $54,897.00

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Equipment Site 6

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com

Contact Name: Matthew Knott
Customer: Green Bay
Address: 501 S Washington Street
City: Green Bay **State:** WI **Zip:** 54301
Country: USA **E-mail:** Matthew.knott@greenbaywi.gov
Office Phone: 920-448-3280 **Mobile Phone:**

Quotation No.: ANS 41823123018
Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

April 18, 2023

Item No.	Qty.	Federal Model/ Part No.	Description	Unit Price	Total
1			**Project Name**		
2			**Command and Control**		
3					
4					
5					
6					
7					
8			**Equipment**		
9	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	$8,985.00	$8,985.00
10	1	DCFCTBD	DIGITAL CONTROLLER, NO RADIO	$6,349.00	$6,349.00
11	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	$133.00	$133.00
12	1	OMNI-21	ANTENNA, 806-866MHZ	$394.00	$394.00
13					
14					
15					
16					
17					
18			**Services/Installation**		
19					
20					
21					
22					
			Freight		
23	1	Freight1	INLAND FREIGHT	$830.00	$830.00
			Total Weight:	Total:	**$16,691.00**

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a $385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

Delivery: 8-10 Weeks
Freight Terms: FOB - University Park, IL (Factory)
Terms: Equipment - Net 30 Days upon Shipment
Services - Net 30 Days, as completed

Proposed By: Bill Van Dyn Hoven
Company: Emergency Communication Systems
Address: 1750 Hamilton Ct
City,State, Zip: Little Chute, WI 54140
Country: USA
Work Phone 920-585-4001
Fax: 920-423-3302
Approved By: Bill Van Dyn Hoven

William Van Dyn Hoven
Signature:

Purchase order MUST be made out to:
Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Federal Signal - 2645 Federal Signal Drive, University Park, IL 60466 - 800-548-7229 - fax: 708-534-4865

Install Site 6

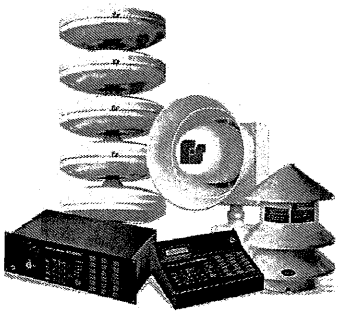
Estimate

Emergency Communication Systems

Safety First

1750 Hamilton Court
Little Chute,WI 54140
920-585-4001

Date	Estimate #
4/18/2023	5876



Name / Address
Green Bay Metro Fire Department 501 S. Washington Street Green Bay, WI 54301

Description	Qty	Rate	Total
•Install (1) Federal Signal Siren per Federal Signal installation specifications at site approved by the City •Furnish and install (1) 50 foot wooden class 2 pole •Furnish and install 4 batteries as recommended by Federal Signal battery specifications •Furnish and install electrical accessories for 120 vAC operation of sirens •Coordinate diggers hotline at siren site •Program, Test and Optimize System City/Village is responsible for electrical utility cost (if any) for connecting the utility power or commercial power to the electrical disconnect installed by ECS at the pole, unless otherwise negotiated. The following rock clause will apply: In the event that rock or any other obstructions are encountered while digging, work at the site will be discontinued until the City/Village can offer an alternate site that will not require unexpected expenses to Emergency Communication Systems such as the cost of rock removal.	1	8,375.00	8,375.00
Remove and Dispose of siren and affiliated equipment	1	895.00	895.00
Kenwood 800hz radio -Includes programing and testing	1	1,875.00	1,875.00

Total $11,145.00

Phone #	E-mail	Web Site
920-585-4001	Bill@Siren-Service.com	www.EmergencyCommunicationSystems-ECS.com

Equipment Site 10

FEDERAL SIGNAL
Safety and Security Systems
Protecting people and our planet

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com

Contact Name: Matthew Knott
Customer: Green Bay
Address: 501 S Washington Street
City: Green Bay **State:** WI **Zip:** 54301
Country: USA **E-mail:** Matther.Knott@greenbaywi.gov
Office Phone: 920-448-3278 **Mobile Phone:** 920-615-8958

Quotation No.: ANS 41923155304
Reference quote no. on your order

Upon receipt of your order and acceptance by Federal Signal Corporation, the equipment herein will be supplied at the quoted prices below. Delivery schedule cannot be established until radio information is supplied, if applicable.

April 19, 2023

Item No.	Qty.	Federal Model/ Part No.	Description	Unit Price	Total
1			**Project Name**		
2			**Command and Control**		
3					
4					
5					
6					
7			Site 10		
8			**Equipment**		
9	1	2001-130	ELECTRO-MECHANICAL ROTATING SIREN, 130 DB(C) 800HZ	$8,985.00	$8,985.00
10	1	DCFCTBD	DIGITAL CONTROLLER, NO RADIO	$6,349.00	$6,349.00
11	1	OMNI-21	ANTENNA, 806-866MHZ	$394.00	$394.00
12	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	$133.00	$133.00
13	1	Q1751587B-01	CABLE,RADIO,KENWOOD,FCM	$120.00	$120.00
14					
15					
16					
17					
18			**Services/Installation**		
19					
20					
21					
22					
			Freight		
23	1	Freight1	INLAND FREIGHT	$830.00	$830.00
			Total Weight:	Total:	**$16,811.00**

Prices are firm for 90 days from the date of quotation unless shown otherwise. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a Regional Manager of the Safety & Security Systems Group, Federal Signal Corporation. Installation is not included unless specifically quoted as a line item above. Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a $385.00 per hour fee, plus equipment. Trenching is additional. Power Clause, bringing power to the equipment is the responsibility of the purchaser. Permit Clause, any special permits, licenses or fees will be additional. See attached Terms sheet.

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Freight Terms: FOB - University Park, IL (Factory)
Terms: Equipment - Net 30 Days upon Shipment
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Proposed By: Bill Van Dyn Hoven
Company: Emergency Communication Systems
Address: 1750 Hamilton Ct
City,State, Zip: Little Chute, WI 54140
Country: USA
Work Phone 920-585-4001
Fax: 920-423-3302
Approved By: Bill Van Dyn Hoven

William Van Dyn Hoven
Signature:

Purchase order MUST be made out to:
Federal Signal Corporation, Alerting & Notification Systems, 2645 Federal Signal Drive, University Park, IL 60484

Install Site 10

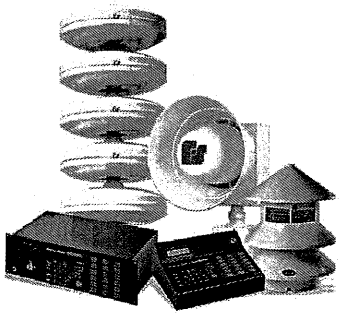
Estimate

Emergency Communication Systems

Safety First

1750 Hamilton Court
Little Chute,WI 54140
920-585-4001

Date	Estimate #
4/20/2023	5878



Name / Address
Green Bay Metro Fire Department 501 S. Washington Street Green Bay, WI 54301

Description	Qty	Rate	Total
•Install (1) Federal Signal Siren per Federal Signal installation specifications at site approved by the City •Furnish and install (1) 50 foot wooden class 2 pole •Furnish and install 4 batteries as recommended by Federal Signal battery specifications •Furnish and install electrical accessories for 120 vAC operation of sirens •Coordinate diggers hotline at siren sites • Program, Test and Optimize System City/Village is responsible for electrical utility cost (if any) for connecting the utility power or commercial power to the electrical disconnect installed by ECS at the pole, unless otherwise negotiated. The following rock clause will apply: In the event that rock or any other obstructions are encountered while digging, work at the site will be discontinued until the City/Village can offer an alternate site that will not require unexpected expenses to Emergency Communication Systems such as the cost of rock removal.	1	8,375.00	8,375.00
Kenwood 800hz radio -Includes programing and testing	1	1,875.00	1,875.00
Optional: Remove and dispose of old siren controls,conductors and contactor's -Removal of the siren head if required will be time and material.	0	895.00	0.00

Total $10,250.00

Phone #	E-mail	Web Site
920-585-4001	Bill@Siren-Service.com	www.EmergencyCommunicationSystems-ECS.com

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # R.7

To accept the Auto Group Foundations grant of $15,250 for the Traffic Safety project for the Green Bay Metro Fire Department.

BACKGROUND

The Auto Group Foundation approved a partial grant request of $15,250 for the Traffic Safety project for the Green Bay Metro Fire Department. The grant does not have a matching funds requirement, just a final report. The fire department plans to purchase equipment to help respond to vehicle fires and assist with traffic incident management with the grant dollars.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Grant Tracking form ACG foundation $15,250
2. Green Bay FD Award Packet

GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:Kim.Rivest@greenbaywi.gov)

APPLICANT DEPARTMENT: FIRE **DATE:** 5/24/2023

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Knott/Fire

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: ACG Foundation/No matching funds

AMOUNT OF GRANT REQUEST: $15,250 **LOCAL MATCH REQUIREMENT:** $0

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

TIMEFRAME OF GRANT: 5/24/2023 through 12/31/2023

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

PURPOSE OF GRANT (summary): purchase of traffic cones, vehicle fire blankets, and electric vehicle safety devices

How does the grant meet City/Department needs? Yes

What are the personnel requirements (include both existing and new staff) of the grant? None

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

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

AMOUNT OF GRANT AWARD: $15,250 **CFDA/STATE ID #:** ____

LOCAL MATCH REQUIREMENT: $0

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

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

Please describe what the grant money will be spent on: purchase of traffic cones, vehicle fire blankets, and electric vehicle safety devices

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

The Auto Club Group Foundation
1 Auto Club Drive
Dearborn, Michigan 48126-2694

5/24/2023

Matthew Knott
Fire Cheief
Green Bay Metro Fire Department
matthew.knott@greenbaywi.gov

Dear Chief Knott,

On behalf of the trustees of the Auto Group Foundation, I'm pleased to inform you that your grant request in the partial amount of $15,250 for the project Traffic Safety has been approved. While we are sorry we could not fund your entire request, we would like to fund the vehicle fire blankets, charger plugs and cones you requested.

Please note that a condition of this grant is that your organization submits a final report. A guide to the final report is enclosed. We ask that you provide a brief summary addressing each topic listed no later than 1/1/2024. This information will help us shape the future of our grant making and may be used by our marketing and social media teams to share your accomplishments with our members and communities we serve.

The mission of the Auto Club Group Foundation is to work on behalf of our members and the communities we serve to create lasting solutions, inspire learning and provide research and funding in the areas of traffic safety, tourism, education and community service. Thank you for all you do in your community to help us achieve that mission.

Once again, congratulations and we send our best wishes for continued success.

Best Regards,

Matt Nasworthy
Executive Director
The Auto Club Group Foundation

The Auto Club Group Foundation
1 Auto Club Drive
Dearborn, Michigan 48126-2694

THE AUTO CLUB GROUP FOUNDATION FINAL REPORT

Congratulations

ON RECEIVING A GRANT FROM THE AUTO CLUB GROUP FOUNDATION!

As part of your grant agreement, you are required to submit a final report no later than 1/1/2024. Questions about the final report can be sent to Gretchen Ward, Foundation Consultant at 734.674.0561 or glward@acg.aaa.com.

The Auto Club Group Foundation
1 Auto Club Drive
Dearborn, Michigan 48126-2694

THE AUTO CLUB GROUP FOUNDATION FINAL REPORT

PLEASE INCLUDE THE FOLLOWING INFORMATION

- Organization Name
- Contact Name
- Name of Grant
- Dates the Grant Was Implemented

TOPICS TO INCLUDE

Your report should include a brief narrative addressing each of the following topics (no more than one page total):

- **Grant Recap –** Description of how your organization implemented the project.

- **Evaluation/ Outcomes –** Evaluation of the success of the project. Did you meet the objectives? What were the outcomes of your project?

- **Testimonials –** Include testimonials or quotes that show how the grant made a positive difference in your non-profit and the community. Please include photos, videos, or published articles about your project. These may be used by our marketing and social media teams to share your accomplishments with our members and communities we serve.

WHERE TO SEND IT

Send your final report to:
glward@acg.aaa.com

SOCIAL MEDIA PROMOTION

We also encourage you to share your grant on your social media pages and tag us. We look forward to sharing your accomplishments with our on-line social communities.

- **Facebook** AAA Wisconsin
- **Instagram** AAA Wisconsin
- **Linked In** - AAA – The Auto Club Group
- **Twitter** - @AAAWisconsin

The Auto Club Group Foundation
1 Auto Club Drive
Dearborn, Michigan 48126-2694

AUTO CLUB GROUP FOUNDATION GRANT MEDIA KIT

Congratulations

ON YOUR GRANT FROM AAA – THE AUTO CLUB GROUP FOUNDATION!

We provide the following information to help you communicate news of your recent grant, educate the community about the value of your organization, and ensure correct recognition of our support.

The Auto Club Group Foundation
1 Auto Club Drive
Dearborn, Michigan 48126-2694

AUTO CLUB GROUP FOUNDATION GRANT MEDIA KIT

The following materials are intended to help Auto Club Group Foundation supported organizations gain the recognition they deserve. Please contact Auto Club Group Foundation using the information at the end of this document, so that we may review content and align media strategies with you prior to publication.

FOUNDATION INFORMATION

The mission of The Auto Club Group Foundation is to work on behalf of our members and the communities we serve to create lasting solutions, inspire learning and provide research and funding in the areas of traffic safety, tourism, education and community service.

Our approach to grant funding comes from a very basic principle which is to have an understanding of the goals and objectives of local communities. Our relationships, which have developed from years of community service, allow us to offer support in a more impactful and meaningful way.

AAA – THE AUTO CLUB GROUP FOUNDATION BRANDING

AAA is a federation of 32 motor clubs in North America, of which The Auto Club Group is the second largest. To distinguish our club foundation and remain consistent with our brand, always introduce us as AAA – The Auto Club Group (ACG) Foundation. The "ACG Foundation" abbreviation can be used thereafter.

LOGO USAGE

To maintain visual integrity, a minimum size of 5/32" is recommended for our logo. Please reproduce the logo from original files only, and do not stretch logo proportions to fit a space.

The Auto Club Group Foundation
1 Auto Club Drive
Dearborn, Michigan 48126-2694

Please display logo against white or very light backgrounds. Do not place logo over photos. If you do not have a high-resolution copy of our logo, please do not hesitate to request one from the contact listed at the end of this document.

PRESS RELEASE

A press release is a great way to announce Auto Club Group Foundation support. Try to include photos of program participants or scholarship recipients along with our logo and the logo of your organization.

Please share planned press releases with us prior to publication for our review. Our media team will review content and add the appropriate Auto Club Group Foundation boilerplate below your organization's boilerplate.

ONLINE AND SOCIAL MEDIA PROMOTION

When sharing relevant content or programmatic updates on social media, be sure to tag or link Auto Club Group, so that our social media team can like, repost, or comment on your post. Please like and follow our accounts, and we will follow you back!

To bolster community involvement with your organization, consider broadcasting events live on social media to allow interaction with your event. With advance notice, someone from our team may attend and/or participate in virtual or in-person events.

AAA – THE AUTO CLUB GROUP

- Website: http://www.aaa.com/
- LinkedIn: AAA – The Auto Club Group

Wisconsin

Facebook - AAA Wisconsin
Instagram AAA Wisconsin
Twitter - @AAAWisconsin

The Auto Club Group Foundation
1 Auto Club Drive
Dearborn, Michigan 48126-2694

SHARING YOUR STORY

Auto Club Group Foundation is happy to amplify the impact of your organization and how our support helps you to serve the community. We highlight our grantees through the media, on our website, and in our annual reports.

We love to see compelling images! Please capture and share photos and videos of your grant, program activities, and events with us. Email photos and video to the Auto Club Group Foundation contact identified at the end of this document. We will share a copy of our publicity consent waiver to ensure individual permissions for promotional purposes.

Due to public health and safety concerns arising from the pandemic, we ask that grantees monitor CDC and state guidelines around social distancing and other strategies to reduce the spread of COVID-19 when hosting in-person events, engagements, and/or photo opportunities.

Contact Auto Club Group Foundation at glward@acg.aaa.com 734.674.0561 with any questions, draft press releases, or invitations to attend related events or programs.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Kim Rivest

AGENDA ITEM # R.8

To approve the budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Combined Resolution for 7.25.23 Finance Meeting

RESOLUTION AUTHORIZING
BUDGET AMENDMENT

August 1, 2023

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

Pursuant to the recommendation of the Finance Committee at its meeting of July 25, 2023, the following 2023 amendment of funds is hereby authorized:

	ACCOUNT		AMOUNT
Increase:	101300 50501	Police-Overtime	$100,027.41
Increase:	101300 46223	Police Overtime Reimbursement	$100,027.41

***This budget amendment is for 2023 unbudgeted overtime for staffing at events such as the Farmer's Markets, High School Graduation Ceremonies, Cellcom Marathon, NWTC Car Show, Walk to Mary event, Glitz & Glam Queer Prom, Cure Arthritis Color Run/Walk, Bellin Run, Green Bay Packers Concert, Cars & Guitars event, Bayshore to Lakeshore event, Downtown Patrol and High School Lunch/Neighborhood Security Efforts reimbursed by the State Safer Community Grant, ICAC OT.*

Increase:	101400 50501	Fire-Overtime	$11,358.59
Increase:	101400 46223	Fire Overtime Reimbursement	$11,358.59

***This budget amendment is for 2023 unbudgeted overtime for staffing at the WI Dental Association event, Bellin Run, Fire Suppression for Arcadia Fire Incident and the Brown County Fire Investigation Task Force.*

Increase:	101400 50501	Fire-Overtime	$5,555.00
Increase:	101400 43611	Fire-State Overtime Reimbursement	$5,555.00

***This budget amendment is for 2023 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

RESOLUTION AUTHORIZING
BUDGET AMENDMENT

August 1, 2023

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

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Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # R.9

To receive and place on file the Report of the Claims Committee.

The City Council 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 City Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

Approval of the Claims Committee report.

FISCAL IMPACT

ATTACHMENTS

1. Claims Committee Rpt April - July 2023

Report to the
Parks Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # S.1

To approve the request by Wisconsin Public Service to relocate the existing utility easement along the East River Trail, just east of Baird Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Easement_City of Green Bay_LI 3310206_3374360

3310206	Easement

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay, a municipal corporation,** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (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 Lot 1 of Certified Survey Map No. 8934 Recorded in the Brown County Register of Deeds Volume 63 of Certified Survey Maps on Page 531 as Document 2826696, being part of Government Lot 2, Section 31 Township 24 N, Range 21 E, **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)

17-1061-1

1. **Purpose: ELECTRIC UNDERGROUND, ELECTRIC OVERHEAD and GAS** - The purpose of this easement is to construct, install, operate, maintain repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground, and 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, as well as pipeline or pipelines with valves, tieovers, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the transmission and distribution of electric energy, signals, television and telecommunications services, natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed 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 municipal corporation
Organization name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named_____ City of Green Bay, a municipal corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name

Print Name

Notary Public, State of

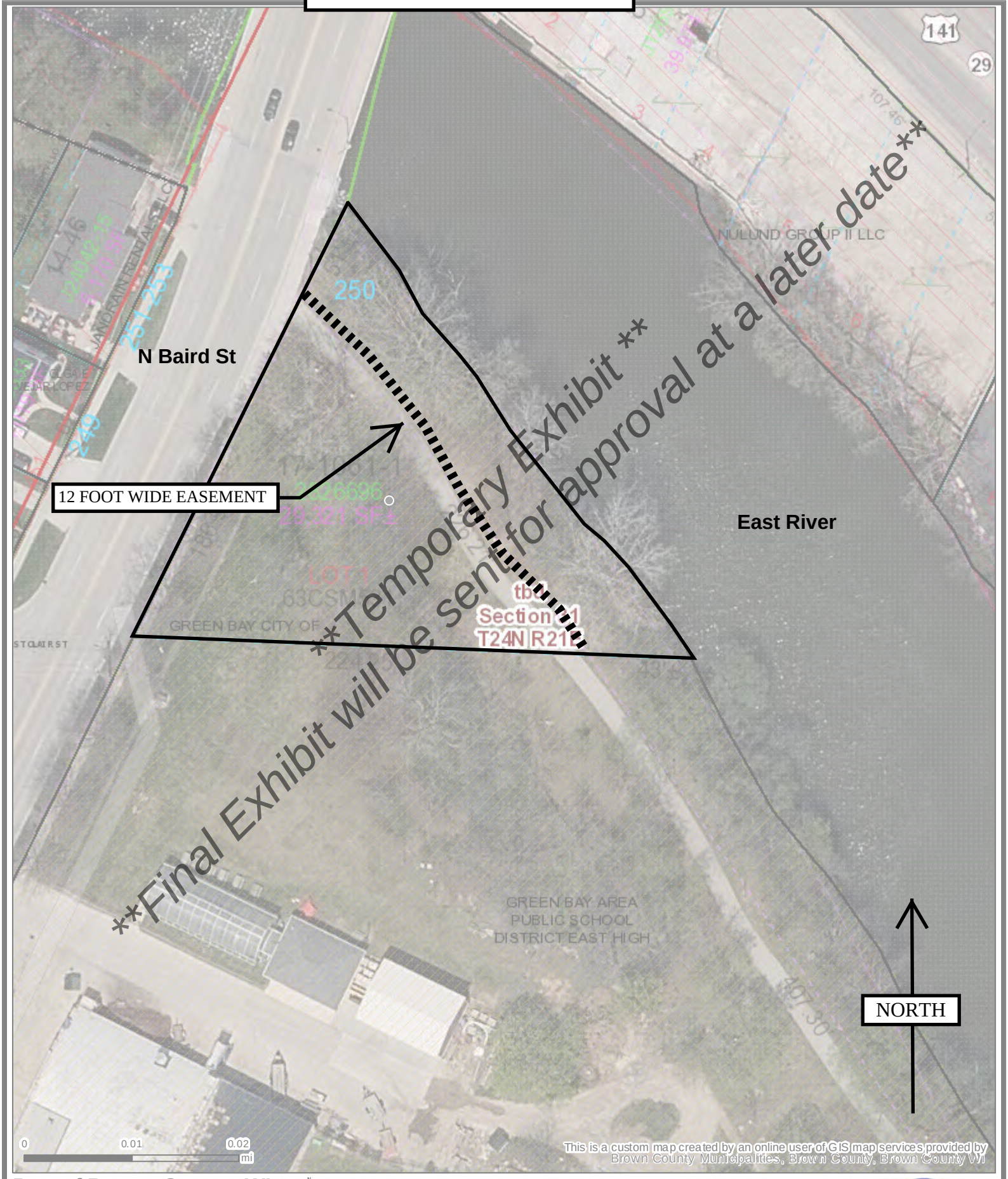
My Commission expires:

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1470345	WMIS-3374360	3310206	INT11-470-345

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # S.2

To approve the purchase of a 2024 Ford Super Duty F-250 4WD Regular Cab truck with snowplow from Ewald Automotive Group for a total cost of $55,885.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024 FORD F250 REGULAR CAB 4WD PLOW

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Green Bay

Prepared For: Troy Van Handel

920.448.3049

Troy.VanHandel@greenbaywi.gov

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

Quote Worksheet

	MSRP
Base Price	$46,760.00
Dest Charge	$1,895.00
Total Options	$12,856.00
Subtotal	**$61,511.00**
Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount	($5,626.00)
Subtotal Discount	**($5,626.00)**
Trade-In	$0.00
Subtotal Trade-In	**$0.00**
Taxable Price	**$55,885.00**
Sales Tax	$0.00
Subtotal Taxes	**$0.00**
Subtotal Post-Tax Adjustments	**$0.00**
Total Sales Price	**$55,885.00**

Comments:

2024 Ford F250 Regular Cab 4wd to your specs as detailed, (similar to Chevrolet quote). Registration fees are not included. Delivery can not be anticipated due to current market conditions. Subject to allocation approval.

Dealer Signature / Date

Customer Signature / Date

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19748. Data Updated: Jun 22, 2023 6:41:00 PM PDT.

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✔ Complete)

Standard Equipment

Mechanical	
	Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)
	3.73 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	160 Amp Alternator
	Class V Towing Equipment -inc: Hitch, Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	3814# Maximum Payload
	GVWR: 10,000 lb Payload Package
	HD Shock Absorbers
	Front Anti-Roll Bar
	Firm Suspension
	Hydraulic Power-Assist Steering
	34 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Exterior	
	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)
	Tires: LT245/75Rx17E BSW A/S -inc: Spare may not be the same as road tire (STD)
	Regular Box Style
	Steel Spare Wheel
	Full-Size Spare Tire Stored Underbody w/Crankdown

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Data Version: 19748. Data Updated: Jun 22, 2023 6:41:00 PM PDT.

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

Exterior	
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Rear Step Bumper
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Black Grille
	Tailgate Rear Cargo Access
	Tailgate/Rear Door Lock Included w/Power Door Locks
	Boxside Steps
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cargo Lamp w/High Mount Stop Light
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC 4 -inc: 8" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer

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Data Version: 19748. Data Updated: Jun 22, 2023 6:41:00 PM PDT.

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

Interior	
	FordPass Connect 5G Mobile Hotspot Internet Access
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Pickup Cargo Box Lights
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration

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Data Version: 19748. Data Updated: Jun 22, 2023 6:41:00 PM PDT.

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

Safety-Mechanical	
	AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
	ABS And Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Tire Specific Low Tire Pressure Warning
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
	Back-Up Camera
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Data Version: 19748. Data Updated: Jun 22, 2023 6:41:00 PM PDT.

Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
F2B	2023 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box	$46,760.00

COLORS

CODE	DESCRIPTION
M7	Carbonized Gray Metallic

ENGINE

CODE	DESCRIPTION	MSRP
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44F	Transmission: TorqShift-G 10-Speed Automatic -inc: SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road (STD)	$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
600A	Order Code 600A	$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
X3E	Electronic-Locking w/3.73 Axle Ratio	$430.00

WHEELS

CODE	DESCRIPTION	MSRP
64A	Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments (STD)	$0.00

TIRES

CODE	DESCRIPTION	MSRP
TBM	Tires: LT245/75Rx17E BSW A/T -inc: Spare may not be the same as road tire	$165.00

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Data Version: 19748. Data Updated: Jun 22, 2023 6:41:00 PM PDT.

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (Complete)

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
M7	Carbonized Gray Metallic	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
473	Snow Plow Prep Package -inc: computer selected springs for snowplow application, Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: May result in deterioration of ride quality when vehicle is not equipped w/snowplow, Note 3: Dual battery (86M) recommended w/6.8L or 7.3L gasoline engines; see body builders layout book for details, 190 Amp Alternator	$250.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
67E	250 Amp Alternator (Gas)	$85.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
76C	Exterior Backup Alarm (Pre-Installed)	$175.00
85S	Tough Bed Spray-In Bedliner -inc: tailgate-guard, black box bed tie-down hooks and black bed attachment bolts	$595.00

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
66S	Upfitter Switches (6) -inc: Located in overhead console	$165.00

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Data Version: 19748. Data Updated: Jun 22, 2023 6:41:00 PM PDT.

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	Boss 8'2" Steel V-XT Plow Installed	$9,365.00
DI-2	Delivery from Hartford Ford to Green Bay	$126.00
DI-3	2024 Model Year Price Increase	$1,500.00
	Options Total	**$12,856.00**

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Data Version: 19748. Data Updated: Jun 22, 2023 6:41:00 PM PDT.

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box (✓ Complete)

Price Summary

PRICE SUMMARY

		MSRP
	Base Price	$46,760.00
	Total Options	$12,856.00
	Vehicle Subtotal	$59,616.00
	Destination Charge	$1,895.00
	Grand Total	**$61,511.00**

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Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # S.3

To approve the purchase of a 2024 Ford Super Duty F-550 DRW XL 4WD Regular Cab truck with a plow from Ewald Automotive Group for a total cost of $65,455.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024 FORD F550 REGULAR CAB 4WD C&C 60 CA
2. Truck Memo

Ewald Automotive Group
Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

City of Green Bay

Prepared For: Troy Van Handel

920.448.3049

Troy.VanHandel@greenbaywi.gov>

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA

Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)

Quote Worksheet

	MSRP
Base Price	$53,750.00
Dest Charge	$1,895.00
Total Options	$4,631.00
Subtotal	**$60,276.00**
Subtotal Pre-Tax Adjustments	**$0.00**
Less Customer Discount	($6,274.00)
Subtotal Discount	**($6,274.00)**
Trade-In	$0.00
Subtotal Trade-In	**$0.00**
Taxable Price	**$54,002.00**
Sales Tax	$0.00
Subtotal Taxes	**$0.00**
Subtotal Post-Tax Adjustments	**$0.00**
Total Sales Price	**$54,002.00**

Comments:

2024 Ford F550 Regular Cab 4wd C&C 60" CA to your specs as detailed. Registration fees are not included. Delivery can not be anticipated due to current market conditions. Subject to allocation approval from Ford.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 19897. Data Updated: Jul 10, 2023 6:37:00 PM PDT.

Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)

Standard Equipment

Mechanical	
	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)
	4.88 Axle Ratio (STD)
	50-State Emissions System
	Transmission w/Oil Cooler
	Electronic Transfer Case
	Part-Time Four-Wheel Drive
	78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
	HD 250 Amp Alternator
	Towing Equipment -inc: Brake Controller and Trailer Sway Control
	Trailer Wiring Harness
	11040# Maximum Payload
	GVWR: 18,000 lbs Payload Package
	HD Shock Absorbers
	Front And Rear Anti-Roll Bars
	Firm Suspension
	Hydraulic Power-Assist Steering
	40 Gal. Fuel Tank
	Single Stainless Steel Exhaust
	Dual Rear Wheels
	Auto Locking Hubs
	Front Suspension w/Coil Springs
	Solid Axle Rear Suspension w/Leaf Springs
	4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
	Upfitter Switches
Exterior	
	Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
	Tires: 225/70Rx19.5G BSW A/P (STD)

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Data Version: 19897. Data Updated: Jul 10, 2023 6:37:00 PM PDT.

Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)

Exterior	
	Clearcoat Paint
	Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
	Black Fender Flares
	Black Side Windows Trim and Black Front Windshield Trim
	Black Door Handles
	Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator
	Manual Extendable Trailer Style Mirrors
	Fixed Rear Window
	Light Tinted Glass
	Variable Intermittent Wipers
	Aluminum Panels
	Front Splash Guards
	Black Grille
	Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
	Cab Clearance Lights
	Perimeter/Approach Lights
Entertainment	
	Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
	Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
	Fixed Antenna
	SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
	2 LCD Monitors In The Front
Interior	
	4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
	4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
	Manual Tilt/Telescoping Steering Column
	Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
	FordPass Connect 4G Mobile Hotspot Internet Access

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Data Version: 19897. Data Updated: Jul 10, 2023 6:37:00 PM PDT.

Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)

Interior	
	Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
	Cruise Control w/Steering Wheel Controls
	Manual Air Conditioning
	Illuminated Locking Glove Box
	Interior Trim -inc: Chrome Interior Accents
	Full Cloth Headliner
	Urethane Gear Shifter Material
	HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
	Day-Night Rearview Mirror
	Passenger Visor Vanity Mirror
	Full Overhead Console w/Storage and 2 12V DC Power Outlets
	Front Map Lights
	Fade-To-Off Interior Lighting
	Full Vinyl/Rubber Floor Covering
	Smart Device Remote Engine Start
	Instrument Panel Covered Bin and Dashboard Storage
	Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
	Delayed Accessory Power
	Power Door Locks
	Driver Information Center
	Trip Computer
	Outside Temp Gauge
	Digital/Analog Appearance
	Seats w/Vinyl Back Material
	Manual Adjustable Front Head Restraints
	Securilock Anti-Theft Ignition (pats) Immobilizer
	2 12V DC Power Outlets
	Air Filtration

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Data Version: 19897. Data Updated: Jul 10, 2023 6:37:00 PM PDT.

Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)

Safety-Mechanical	
	Driveline Traction Control
Safety-Exterior	
	Side Impact Beams
Safety-Interior	
	Dual Stage Driver And Passenger Seat-Mounted Side Airbags
	Pre-Collision Assist with Automatic Emergency Braking (AEB)
	Lane Departure Warning
	Collision Mitigation-Front
	Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
	Safety Canopy System Curtain 1st Row Airbags
	Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
WARRANTY	
	Basic Years: 3 Basic Miles/km: 36,000 Drivetrain Years: 5 Drivetrain Miles/km: 60,000 Corrosion Years: 5 Corrosion Miles/km: Unlimited Roadside Assistance Years: 5 Roadside Assistance Miles/km: 60,000

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
F5H	2023 Ford Super Duty F-550 DRW XL 4WD Reg Cab 145" WB 60" CA	$53,750.00

COLORS

CODE	DESCRIPTION
JS	Iconic Silver Metallic

ENGINE

CODE	DESCRIPTION	MSRP
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)	$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
44G	Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road (STD)	$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
660A	Order Code 660A	$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
X8L	Limited Slip w/4.88 Axle Ratio	$395.00

TIRES

CODE	DESCRIPTION	MSRP
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) -inc: 4 traction tires on the rear and 2 traction tires on the front, Not recommended for over the road applications; could incur irregular front tire wear and/or NVH	$215.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
JS	Iconic Silver Metallic	$0.00

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	$0.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
473	Snow Plow Prep Package -inc: pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations), Note 1: Restrictions apply; see supplemental reference or body builders layout book for details, Note 2: Also allows for the attachment of a winch, Note 3: Highly recommended to add (86M) dual battery on 7.3L gas engine, Adding (67B) 410 amp dual alternators for diesel engine is highly recommended for max power output	$250.00
67E	250 Amp Alternator *PRICE TO FOLLOW*	Inc.
68U	GVWR: 19,000 lbs Payload Upgrade Package -inc: upgraded frame and upgraded rear-axle, Note: See Order Guide Supplemental Reference for further details on GVWR and payload ranges	$815.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
18B	Platform Running Boards	$320.00
512	Spare Tire, Wheel & Jack -inc: Excludes carrier, 6-Ton Hydraulic Jack	$350.00
61J	6-Ton Hydraulic Jack	Inc.

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
76C	Exterior Backup Alarm (Pre-Installed)	$175.00
872	Rear View Camera & Prep Kit -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	$415.00

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
DI-1	4 Keys total	$70.00
DI-2	Delivery from Hartford Ford to Green Bay	$126.00
DI-3	2024 Model Year Price Increase	$1,500.00
	Options Total	**$4,631.00**

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2023 Ford Super Duty F-550 DRW (F5H) XL 4WD Reg Cab 145" WB 60" CA (✓ Complete)

Price Summary

PRICE SUMMARY

		MSRP
	Base Price	$53,750.00
	Total Options	$4,631.00
	Vehicle Subtotal	$58,381.00
	Destination Charge	$1,895.00
	Grand Total	**$60,276.00**

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Data Version: 19897. Data Updated: Jul 10, 2023 6:37:00 PM PDT.

Dan Ditscheit

From: skussow@ewaldauto.com
Sent: Wednesday, July 12, 2023 3:40 PM
To: Troy VanHandel
Cc: Thomas Walenski
Subject: RE: [External] Vehicle(s)

Troy;

On the F550 you can add the Boss 10' V-DXT Plow installed for $11,453.

Scott Kussow - Director of Fleet Sales
Ewald Automotive Group
N48 W36833 E. Wisconsin Ave.
Oconomowoc, WI. 53066
Ph: 262-567-5555 Cell: 414-429-5933 Fax: 262-560-1303
www.ewaldauto.com

From: Troy VanHandel <Troy.VanHandel@greenbaywi.gov>
Sent: Wednesday, July 12, 2023 2:55 PM
To: skussow@ewaldauto.com
Cc: Thomas Walenski <Thomas.Walenski@greenbaywi.gov>
Subject: RE: [External] Vehicle(s)

Hi Scott,

I appreciate the quote and quick response. Is there a chance that you'd be able to add a 10' Boss V-Plow to the F-550 and and a 8' 2" Boss V-Plow to the F-250.

Thanks,

Troy Van Handel
Buyer
City of Green Bay
Purchasing Department
920.448.3049
greenbaywi.gov

From: skussow@ewaldauto.com <skussow@ewaldauto.com>
Sent: Wednesday, July 12, 2023 8:03 AM

To: Troy VanHandel <Troy.VanHandel@greenbaywi.gov>
Cc: Thomas Walenski <Thomas.Walenski@greenbaywi.gov>
Subject: RE: [External] Vehicle(s)

Troy;

Attached is the quote you requested.

The specs all read 2023 but this will be a 2024 model year truck delivered to Green Bay for the price on page 2, $54,002. The remaining pages of the quote detail the standard and optional equipment included on the vehicle.

Please let me know if there is anything else you need.

Scott Kussow - Director of Fleet Sales
Ewald Automotive Group
N48 W36833 E. Wisconsin Ave.
Oconomowoc, WI. 53066
Ph: 262-567-5555 Cell: 414-429-5933 Fax: 262-560-1303
www.ewaldauto.com

From: Troy VanHandel <Troy.VanHandel@greenbaywi.gov>
Sent: Tuesday, July 11, 2023 7:13 AM
To: skussow@ewaldauto.com
Cc: Thomas Walenski <Thomas.Walenski@greenbaywi.gov>
Subject: RE: [External] Vehicle(s)

Good Morning Scott,

Here is a list of options for the Ford F-550

X8L
TGK
JS
AS
473
68U
18B

Thanks,

Troy Van Handel
Buyer

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # S.4

To receive and place on file the staff update on a proposal by GB Real Estate Investments, LLC for an Official Map Amendment to extend Hinkle Street from West Mason to Hobart Drive, running through the northwest corner Beaver Dam Park. **(Informational Only)**

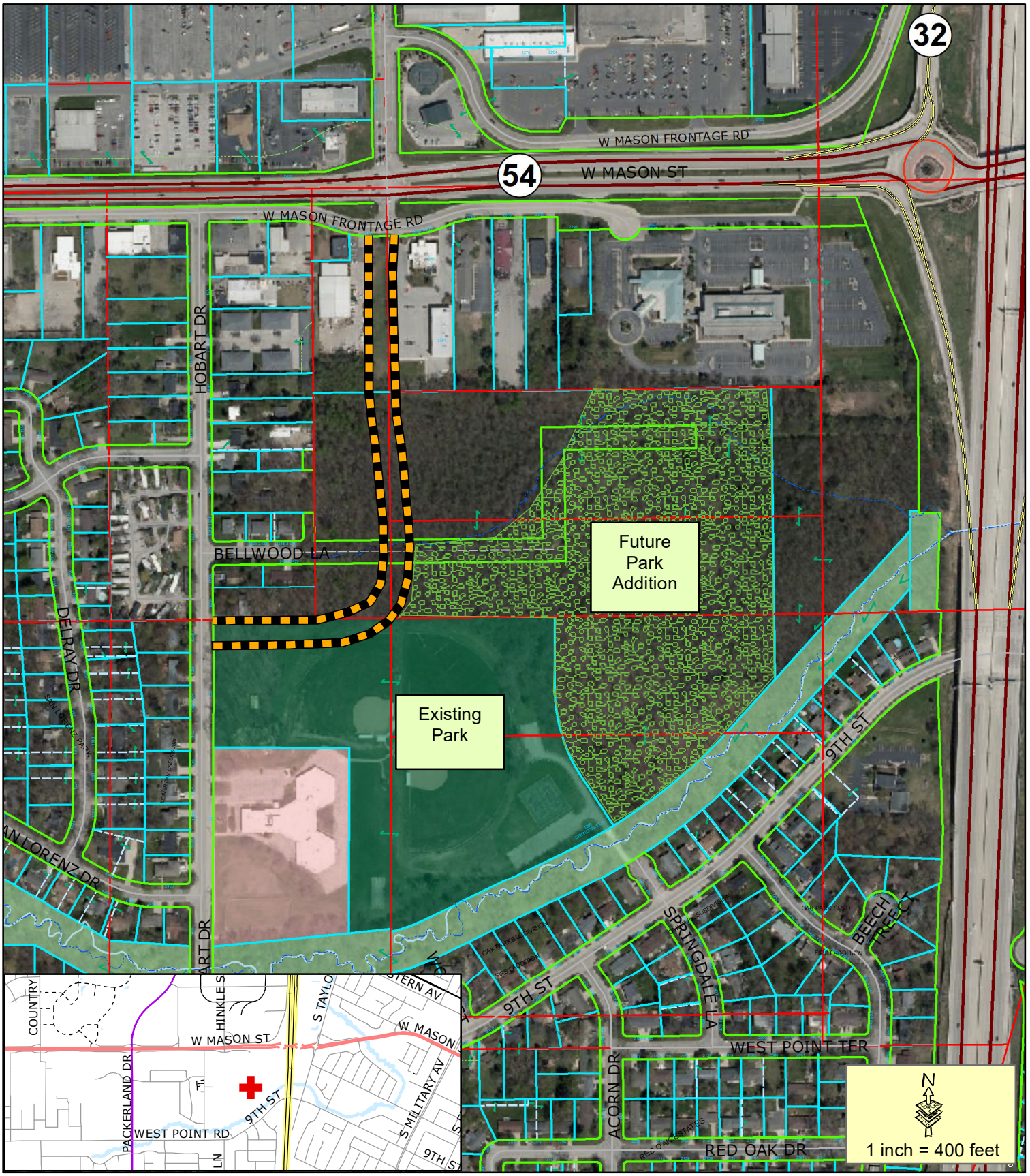
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Map for Parks 2
2. Image Map Amendment
3. Memo - Hasselblad Map Amendment Request - 2.20.23



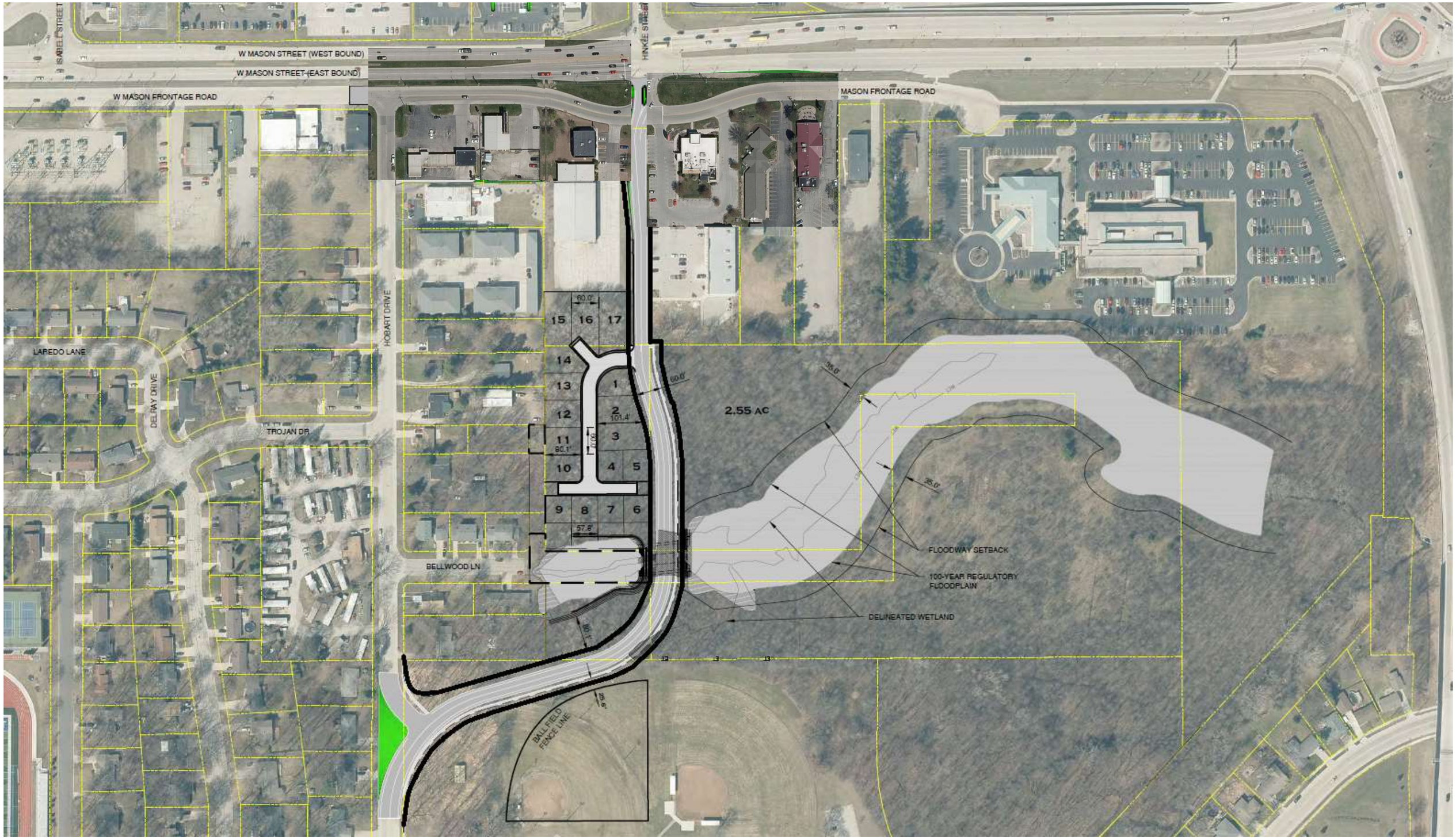
Conceptual Roadway

Conceptual Park Dedication Area

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

Conceptual Hinkle St Extension Alignment & Park Land Dedication. Actual Locations/Areas TBD

CITY OF GREEN BAY 1854 Titletown, USA


W MASON STREET (WEST BOUND)
W MASON STREET (EAST BOUND)
W MASON FRONTAGE ROAD
MASON FRONTAGE ROAD
HOBART DRIVE
LAREDO LANE
DELRAY DRIVE
TROJAN DR
BELLWOOD LN
2.55 AC
FLOODWAY SETBACK
100-YEAR REGULATORY FLOODPLAIN
DELINEATED WETLAND
BALLFIELD FENCE LINE

MEMORANDUM

To: Green Bay Community & Economic Development Dept.
From: Garritt R. Bader, Principal, GB Real Estate Investments, LLC
Date: February 20, 2023
Re: Map Amendment Request

The following is supplemental information accompanying my request for an Official Map Amendment on property I own south of W. Mason Street, east of Hobart Drive and west of Interstate 41.

Request Details:

This request is part of my broader plan to open five acres of currently-landlocked property for residential development; increase the valuation and appeal of commercial properties along the South Mason Street Frontage Road; and dedicate 20+ acres of land to the city to expand Beaver Dam Park—all while improving traffic patterns along W. Mason Street and the South Frontage Road between I-41 and Packerland Drive.

As can be seen in the accompanying conceptual site layout, this specific request is to amend the Official City Map to include an extension of Hinkle Street from W. Mason Street south to, and curving onto, Hobart Drive south of Bellwood Lane. This action would create a roadway that provides direct north-south access between West Point Road and W. Mason Street without requiring accessing the South Frontage Road and the traffic backups that routinely occur there now as a result.

Approximately five acres of property will be available for residential development along Hinkle Street, with the property for park dedication located east of the proposed Hinkle Street extension, south of the floodway setback and north of MacArthur School. Details of commercial redevelopment plans for properties along the South Frontage Road will be included in a separate request.

Human Resources Department
100 North Jefferson Street • Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee

From: Kevin Warych, Police Operations Commander
Human Resources Department

Re: Consideration with possible action on request to approve the City of Green By Civil Rights Compliance Plan for the Wisconsin Community Safety Fund Grant

Date: July 21, 2023

RECOMMENDATION:

Approval of the attached plan is requested to ensure funding for the Office of Violence Prevention (OVP) program, compliance with grant reporting and protecting the rights of program participants while providing services. This funding is crucial in supporting our efforts to enhance public safety; implement various community development initiatives and improve the safety and well-being of our city's residents.

I. **Background:**
On May 8, 2023, the City of Green Bay was awarded a $1 million dollar grant, Wisconsin Community Safety Fund, through the Medical College of Wisconsin, Department of Children and Families (DCF) and Wisconsin Department of Health Services (DHS). This grant will be used to create an Office of Violence Prevention (OVP) with a focus on reducing firearms violence within the city as well as addressing other forms of violence. All recipients of federal funds passed through one or more state agencies, must comply with federal civil rights laws and meet the civil rights compliance requirements. The compliance plan demonstrates our commitment to adhering to all applicable civil rights laws and regulations.

II. **Civil Rights Compliance Plan:**
The Civil Rights Compliance Plan outlines the measures we will take to ensure that all activities funded by the grant are conducted in compliance with federal civil rights laws, including but not limited to the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA). The plan includes the following key components:

1. Non-Discrimination Policy: We reaffirm our commitment to nondiscrimination in all aspects of the grant-funded programs. This policy prohibits discrimination based on race, color, religion, sex, national origin, disability, or any other protected characteristic.

2. Training and Awareness: We will conduct training sessions for all employees involved in administering the grant and implementing related projects. These sessions will focus on civil rights laws, reporting mechanisms for discrimination complaints, and equal access for individuals with disabilities.
3. Complaint Procedure: A clear and accessible procedure will be established to handle any civil rights complaints related to the grant-funded activities. We will take prompt and appropriate action to address any reported incidents of discrimination as outlined in the plan.
4. Accessibility Measures: We will ensure that all programs and services funded by the grant are accessible to individuals with disabilities in accordance with ADA guidelines and those participants with limited English proficiency (LEP).

Civil Rights Compliance plans are standard for entities that are recipients or subrecipients of funding through a state agency such as the DHS or DCF. With respect to the city's compliance plan, we currently have policies in place to address discrimination, limited English proficiency and accessibility for individuals with disabilities. The majority of the work that needs to be done with our plan is related to training of OVP staff and creating tracking systems for the various plan requirements.

It is worth noting that Green Bay Metro has a similar Civil Rights Compliance Plan in place, which is required for the department to receive federal funding for their projects and initiatives. By implementing and enforcing such plans, we are committed to upholding civil rights and ensuring accessibility to federally funded programs while making positive changes in our community.

Please feel free to reach out if you have any questions or require further information. Thank you for your consideration.

Cc: Joseph Faulds, Chief of Operations
Cheryl Renier-Wigg, Interim Community Development Director
Chris Davis, Police Chief

CITY OF GREEN BAY, WISCONSIN

CIVIL RIGHTS COMPLIANCE PLAN

Civil Rights Compliance Period of January 1, 2022 – December 31, 2025

The City of Green Bay Civil Rights Compliance plan is a document required by the State of Wisconsin for entities, including the City of Green Bay, that receive state and federal funding to provide services to the public.

In May, 2023 the City of Green Bay was awarded a grant, Wisconsin Community Safety Fund, through the Medical College of Wisconsin. The City of Green Bay is a subrecipient of these funds distributed by the State of Wisconsin, specifically the Wisconsin Department of Children and Families (DCF) and Wisconsin Department of Health Services (DHS). These state agencies receive Federal financial assistance, and as a result, they must comply with Federal civil rights requirements as recipients of this funding. In addition, they must ensure that their recipients and subrecipients of funding through their respective agencies also comply with the civil rights compliance requirements. As a subrecipient of financial assistance from these agencies, the City is required to comply with those requirements as authored by the DHS and DCF.

In this plan, the City certifies that the programs and services it will provide through use of this funding, is free from discrimination and meets the requirements established by the DHS and DCF.

CIVIL RIGHTS COMPLIANCE LETTER OF ASSURANCE

Children and Families
DCF-F-154-E

Health Services
F-00165 (12/2021)

Civil Rights Compliance Period: January 1, 2022 to December 31, 2025:

The City of Green Bay (hereinafter "Recipient") agrees that compliance with this assurance constitutes a condition of receiving Federal financial assistance through the Department of Health Services and the Department of Children and Families (the "State Agencies"). This assurance is binding upon Recipient, its successors, transferees, and assignees throughout the Compliance Period, or as long as Federal financial assistance is extended to Recipient, whichever is shorter. The State Agency from which the Federal funds will be paid may enforce this Assurance as a condition of receiving such funds.

Recipient agrees to comply with civil rights monitoring reviews, including providing access to records and requested files related to membership, enrollment and services in the program or activity maintained by the Recipient and, to the extent within its authority, arranging for interviews with staff, clients and applicants for services, subrecipients, and referral agencies. Recipient agrees to cooperate with the State Agency or State Agencies in developing, implementing, and monitoring corrective action plans that result from substantiated civil rights deficiencies.

By signing on behalf of Recipient, I state that I am authorized to bind Recipient to the terms of this Assurance and to commit the Recipient to the above provisions.

Joseph W. Faulds
Joseph W. Faulds (Jan 17, 2023 09:50 CST)

SIGNATURE – Authorized Representative

Date: Jan 17, 2023

Printed name: Joseph Faulds

Title: Chief of Operations

Instructions for completing Letter of Assurance

- Complete this signature page
- Include Appendices A-1, A-2 and A-3 with the signature page
- Updates to appendices should be submitted if there are staff or funding changes

RECIPIENT HEREBY AGREES THAT IT WILL COMPLY WITH ALL APPLICABLE FEDERAL CIVIL RIGHTS LAWS:

Federal civil rights laws prohibit discrimination of members, applicants, enrollees, and beneficiaries in any programs or activities that receive Federal financial assistance. Those laws include, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Title IX of the Educational Amendments of 1972, the Age Discrimination Act of 1975, Section 1557 of the Patient Protection and Affordable Care Act of 2010, and their respective implementing regulations, and prohibit recipients and subrecipients of Federal financial assistance from discriminating on the basis of race, color, national origin, sex, age, disability, and, in some programs, religious creed or political affiliation or beliefs, in their programs or activities, and in retaliating or engaging in reprisals against individuals for opposing discrimination protected under these laws. In addition to those Federal civil rights laws, other laws may apply to recipients of specific Federal programs, and the Recipient must comply with all applicable Federal civil rights laws. Civil rights laws may be created or amended during the time of the Compliance Period. Recipient agrees to comply with the current laws throughout the Compliance Period.

In pursuit of compliance with those laws, the Recipient shall, but not exclusively, do the following:

1. Provide training to all staff on civil rights requirements and methods of providing meaningful access to individuals with limited English proficiency (LEP) and effective communication and equal access to individuals with disabilities.
2. Provide language assistance services, including translated documents and oral interpretation, free of charge and in a timely manner, when such services are necessary to provide meaningful access to LEP individuals.
3. Communicate effectively with people who have vision, hearing, or speech disabilities and provide auxiliary aids and services when needed to individuals with communications disabilities at no cost to the person with a disability.
4. Make all programs and activities provided through electronic and information technology accessible to individuals with disabilities and ensure nondiscrimination in providing services and benefits.
5. Ensure that any newly constructed and altered facilities are physically accessible to individuals with disabilities.
6. Have in place a discrimination complaint process and provide notices of its complaint process, translated into the major primary language groups of the LEP individuals in its service area.
7. Post required nondiscrimination statements and notices.
8. Provide accessible programs, facilities, and reasonable accommodations to service participants/customers with disabilities.
9. Provide translation of vital documents for each eligible LEP language group that constitutes at least 5 percent or 1,000 individuals, whichever is less, of the population eligible to be served or likely to be encountered in the recipient's service area.

RECIPIENT CONTACT INFORMATION

Name of Recipient	Date this Form was Completed	
City of Green Bay	January 25, 2023	
Street Address		
100 N. Jefferson St.		
City	**State**	**Zip Code**
Green Bay	WI	54301

Name and title of individual designated as Equal Opportunity Coordinator for Civil Rights Compliance questions	
Joseph Faulds	
Address	
100 N. Jefferson St., Green Bay, WI 54301	
Phone Number	**Email Address**
9204483356	joseph.faulds@greenbaywi.gov

Name and title of individual designated as LEP Coordinator to assist LEP individuals and individuals with disabilities	
Lt. Brad Strouf	
Address	
307 S. Adams Street	
Phone Number	**Email Address**
9204483200 Ext. 0909	brad.strouf@greenbaywi.gov

Name and title of Recipient-Authorized Representative Making Assurances	
Joesph Faulds	
Address	
100 N. Jefferson St., Green Bay, WI 54301	
Phone Number	**Email Address**
9204483356	joseph.faulds@greenbaywi.gov

Instructions for completing Recipient Contact Information

Fill in all the blanks on this form.
Some smaller entities may not have dedicated LEP/ADA Coordinators or Civil Rights Compliance Officers.
The individuals designated above can be (but don't have to be) same person (e.g., the Authorized Representative).

FUNDING RELATIONSHIP TO DHS / DCF

- Recipients may receive Federal funding through one or more State Agencies to administer one or more Federal programs or activities.
- Clarifying the multiple funding streams will help the State Agencies identify mutually funded recipients as well as to determine oversight and coordination between the State Agencies.

			Contract or Program Name	Funding Amount ($)
DHS				
Our agency/entity has a direct contract, direct grant, funding agreement or purchase order (PO) with DHS to receive Federal funding.	☐ Yes	☒ No	1.	
			2.	
			3.	
DCF				
Our agency/entity has a direct contract, direct grant funding agreement or purchase order (PO) with DCF to receive Federal funding	☐ Yes	☒ No	1.	
			2.	
			3.	
DHS / DCF				
Our agency/entity has a direct contract, grant, funding agreement, or purchase order (PO) with a County or Consortium that receives Federal funding from DCF/DHS. Name of County or Consortium:	☐ Yes	☒ No	1.	
			2.	
			3.	
Our agency/entity has a subcontract with another entity that receives Federal funding from DHS/DCF. Name of the entity/entities: Medical College of WI	☒ Yes	☐ No	1. Comm Safety Fund	$1,000,000.00
			2.	
			3.	

Instructions for completing Funding Relationship to DHS or DCF

Fill in all the blanks on the above form. Your response should identify all Federal funding you receive from each of the State Agencies or recipients.

FUNDED PROGRAMS CHECKLIST

Completing this section will allow DHS or DCF to identify the Federally funded programs and activities that you administer.

Check the type of program or funding applicable to your entity.

Use this checklist for Department of Health Services (DHS)

Please check all the funded programs/services/activities administered with grant/contract or other agreements received from Department of Health Services (DHS):

HHS (CMS, SAMHSA, CDC, CMHS, ACL, HRSA, OMH, etc.) Programs:

- ☐ BadgerCare Plus
- ☐ Birth to 3
- ☐ Children's Long Term Support Waiver
- ☐ Children's Community Options Program
- ☐ Family Care
- ☐ Family Planning Only
- ☐ IRIS
- ☐ Katie Beckett
- ☐ Medicaid for the Elderly, Blind, or Disabled
- ☐ Medicaid Purchase Plan
- ☐ PACE
- ☐ SeniorCare
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Well Women Medicaid
- ☒ Other, specify: Wisconsin Community Safety Fund

USDA (FNS) Programs:

- ☐ FoodShare/SNAP
- ☐ Food Stamp Employment and Training (FSET)
- ☐ Temporary Emergency Food Assistance Program (TEFAP)
- ☐ Women Infants and Children (WIC)
- ☐ Commodity Supplemental Food Program
- ☐ WIC Farmer's Market Nutrition Program
- ☐ Senior Farmer's Market Nutrition Program
- ☐ Other, specify:

Use this checklist for Department of Children and Families (DCF)

Check all the funded programs/services/activities administered with grants/contracts or other agreements received from Department of Children and Families (DCF):

- ☐ Adoption Assistance Program
- ☐ Adoption Finalization and Post Adoption Services
- ☐ Brighter Futures Initiative
- ☐ Child Abuse and Neglect - Child Protective Services
- ☐ Child Abuse and Neglect – Prevention Services
- ☐ Child Care Certification or Licensing
- ☐ Child Care Resource and Referral
- ☐ Child Care Quality Improvement
- ☐ Child Placing Agencies - Foster Care
- ☐ Qualified Residential Treatment Providers, Child Residential Care Centers & Group Homes
- ☐ Child Support
- ☐ Child Welfare Case Management Services
- ☐ Community Services Block Grant Services
- ☐ Domestic Violence/Domestic Abuse
- ☐ Foster Care Payments
- ☐ Home Visiting Services
- ☐ Independent Living Services
- ☐ Indian Child Welfare
- ☐ Kinship Care Payments
- ☐ Milwaukee Child Welfare Program Service Provider
- ☐ Promoting Safe and Stable Families
- ☐ Refugee Assistance and Services
- ☐ Runaway Youth Services
- ☐ TANF Funded Services - Including Transitional Jobs and Children First
- ☐ Wisconsin Shares - Child Care Subsidy Program
- ☐ Wisconsin Works (W-2) Programs
- ☐ Youth Aids and Youth Justice grants
- ☒ Other, specify: Wisconsin Community Safety Fund

Please list your specific Federal grant/funding source if not listed above.

Note: The checklist is not an exhaustive list of programs funded through the DHS or DCF with HHS and USDA-FNS. If the Federally funded program, grant or service agreement is not listed, enter the name in the appropriate "Other: Specify" space to specify the program, grant or funding agreement administered by the agency/entity.

DATA COLLECTION

Service Delivery Our agency has a system that records the following:		
The race, ethnicity, sex/gender, disability status, and primary language of participants/applicants (Self-identification by the applicant/participant is the preferred method of obtaining characteristic data)	Yes	No
Number of potentially eligible or likely to be affected or encountered	Yes	No
Number of LEP individuals encountered by phone vs. walk-in	Yes	No
Language spoken and/or dialect of LEP participants	Yes	No
Number of eligible LEP participants by separate programs and the frequency of encounters	Yes	No
Interpretation needs and preferred language of LEP participants	Yes	No
The number of times interpretation services were offered and provided to LEP individuals and the language group for the service	Yes	No
The written translation of vital documents for LEP groups that meet the 5 percent or 1,000 threshold requirement	Yes	No
Number of sign language interpretation requests received from deaf and hard of hearing participants	Yes	No
Other accommodation requests and needs from participants with disabilities	Yes	No

If you responded "No" to any of the above questions, describe your plan for addressing the requirement(s), including target dates for completion of milestones, below:

The Office of Violence Prevention (OVP) Director will implement the tracking systems for these requirements within 120 days of hire.

Nondiscrimination Notification

1. Our entity uses the required HHS and/or USDA-FNS Nondiscrimination Statements and Notices, provided in **Appendix D**.	Yes	No	N/A
2. Our entity uses the DHS and/or DCF model for LEP Policy Statement that is provided in **Appendix E**.	Yes	No	
3. We disseminate the LEP policy in the following ways:			
a) The nondiscrimination policy is included in our operating procedures manual.	Yes	No	
b) The nondiscrimination policy is posted where current customers and applicants applying for services may review and read them in their own languages.	Yes	No	
c) The appropriate "Justice For All" poster designated for USDA-FNS-specific programs is posted as follow: • Entities administering SNAP/FoodShare, TEFAP and FSET programs must post the "Justice For All" Poster 475B • Entities administering WIC programs must post the "Justice For All" poster 475C. Posters are available from the USDA.	Yes	No	**N/A**
d) The LEP requirements are incorporated in contracts when extending Federal financial assistance to subrecipients.	Yes	No	
4. We receive funding from HHS through a State Agency and use the required HHS nondiscrimination notices and statements, including in the 15 taglines, on all significant communications and significant publications per the Section 1557 of the Affordable Care Act regulations (45 C.F.R. part 92)?	Yes	No	N/A
5. We receive funding from USDA-FNS through a State Agency and use the appropriate FNS Nondiscrimination Statement on all websites, documents, pamphlets, brochures, etc. for the program that are produced for public information, public education, or public distribution. The Nondiscrimination Statement can be found here: FNS Nondiscrimination Statement and in **Appendix D**.	Yes	No	N/A

If you responded "No" to a question above, describe your plan for addressing this requirement, including target dates for completion, below:

Function of an Equal Opportunity Coordinator and LEP Coordinator

1. Our Equal Opportunity Coordinator (EOC) and LEP Coordinator (LEPC) received or will receive civil rights training within two months of assuming duties. • Indicate date EOC received CRC Training _____ • Indicate date LEPC received CRC Training _____	Yes	No	
2. Our EOC and LEPC have the following responsibilities:			
a) Handling service delivery and language access complaints.	Yes	No	
b) Disseminating equal opportunity and language access information to provider staff and interested persons.	Yes	No	
c) Preparing equal opportunity and language access plans and reports.	Yes	No	
e) Monitoring, performing comprehensive compliance reviews, and evaluating equal opportunity and language access activities on a program-by-program basis for the entity.	Yes	No	
f) Monitoring and evaluating civil rights, cultural awareness, disability sensitivity, and language needs of entity staff and arranging training.	Yes	No	
g) Monitoring the records and files relative to the entity's civil rights program and ensuring that subrecipients are maintaining civil rights records.	Yes	No	
h) Monitoring the civil rights compliance of funded subrecipients, if entity has any.	Yes	No	N/A
i) Meeting with the CEO, President, Director, or Administrator of the entity to provide input into policies and procedures to improve language access and equal opportunity in employment and service delivery.	Yes	No	

If you responded "No" to a question above, describe your plan for addressing this requirement, including target dates for completion, below:

Meaningful Access to Programs and Services

Our entity provides meaningful access to individuals with limited English proficiency by:		
1. Providing interpreters to assist applicants and customers with limited ability to read, speak, or understand English.	Yes	No
2. Prominently display an "I Speak" poster and a "Your Right to an Interpreter" poster in the language of the LEP groups identified in the LEP Customer Data Analysis completed by the recipients.	Yes	No
3. Providing literature, posting information and audio-visual materials in language(s) understood by LEP customers.	Yes	No
4. Providing culturally trained bilingual and/or bicultural qualified staff.	Yes	No
5. Notifying LEP customers of their right to ask for translation of vital program information at no cost to the LEP customer whenever they access programs and services.	Yes	No
6. Preparing a listing of our vital documents requiring written translation and updating the inventory list annually to reflect which documents have been translated and prioritizing those needing translation.	Yes	No
7. Developing policies on confidentiality and code of ethics for oral interpretation for contracted vendors and/or community volunteers used for interpreting by individual agency programs.	Yes	No
8. Our agency uses the following methods to ensure written translation services:		
A) Contract with an outside translation services to translate the agency's vital documents.	Yes	No
B) Partner with community associations for paid or voluntary translation of vital documents.	Yes	No
C) Other: Specify		
9. Our entity uses the following methods for oral interpretation:		
A) Establish oral language assistance procedures for taking incoming calls from LEP persons and trained our receptionist and staff to use oral interpretation resources.	Yes	No

B) Our agency hires bilingual staff who are proficient in the following languages that are present in our service area: (Circle all that apply) ✓ Spanish ✓ Hmong Arabic French Chinese German Pennsylvanian Dutch Albanian Other languages: (Specify) • Korean • Laotian • Polish • Russian • Vietnamese • Bosnian/Serbian/Croatian • Hindi • Tagalog	Yes	No
C) Use a language line for languages not often used in the service area.	Yes	No
D) Partner with other community organizations for paid or voluntary oral interpretation services.	Yes	No
E) Use a telephone system that allows participants to access the appropriate staff who can assist them in getting information or services needed.	Yes	No
F) Use inbound call center system with universal queue technology that provides callers with an alternative to waiting on hold when no agents are available.	Yes	No
G) Use an inbound virtual queuing call center system that has the capacity for directing LEP language groups to directly access, perform similar functions as in the English menu, and/or the ability to leave messages in their language.	Yes	No
H) Other: Specify		
10. List methods used to communicate important benefit information to customers. Check all that apply: Video Web Sites Posters Voice Mail Messages AT&T Language Line Television Radio Community Newspaper Other:		

If you responded "No" to a question above, describe your plan for addressing this requirement, including target dates for completion, below:
#2 The City will work with AT&T Language Line to install signage.
#3 Literature will be made available through flyers or signage to assist LEP participants.
#6 The City will develop and maintain a list of vital translated documents (services, complaint forms, etc).
#7 The Police Department has a Limited English Proficiency policy. A code of ethics and policies on confidentiality will be developed with contracted vendors.
#8b No need to contract with community associations, City has contracted with vendors for this service.
#9d Same as #8b
#9f The City uses AT&T Language line that acts as a call center and has the capacity to direct LEP language groups
#9g Same as #9f

Self-Evaluation of Accessibility to Programs and Services

ACCESS ELEMENT		
1. Has your entity completed a self-evaluation of its policies and practices to determine compliance with nondiscrimination on the basis of disability provisions?	Yes	No
2. Are all your programs or activities accessible to individuals with disabilities?	Yes	No
3. In choosing methods to make your programs accessible, have you given priority to those methods that allow individuals with disabilities to participate in your programs or activities in the most integrated setting appropriate?	Yes	No
4. Have you maintained on file the following information: • A list of interested persons consulted. • A brief description of the areas examined and any problems identified, and a description of any modifications made.	Yes	No
5. Has your entity designated an Equal Opportunity Coordinator, or other personnel, to coordinate its efforts to comply with Section 504 and the ADA?	Yes	No
6. Has your entity adopted complaint procedures that provide for the prompt and equitable resolution of complaints alleging discrimination in benefits or service because of disability?	Yes	No
7. Has your entity developed a transition plan to address barriers you identified in facilities that affect equal participation of people with disabilities in your programs and activities?	Yes	No
8. Does your entity provide public notice that it does not discriminate on the basis of disability in print and audio formats on information that is intended for the public about the program or activity, including on your website?	Yes	No
9. Has your entity included a nondiscrimination clause in your contracts with subrecipients?	Yes	No

10. Does your entity provide training on and know how to provide auxiliary aids and services for people with communications disabilities at no cost to the individual with disabilities: • For deaf or hard of hearing: ○ Sign language, oral, and cued speech interpreters (provided by the entity) ○ Video remote interpreting services ○ Open and closed captioning of videos ○ Real time captioning • For blind or visually impaired and others with print disabilities: ○ Braille ○ Large print/magnification software ○ Audio recordings ○ Accessible electronic formats that can be read by screen reading software ○ Screen reading software available for applicants and members of the benefits program ○ Optical readers	Yes	No
11. Does your entity provide training on and know how to use telecommunications relay and video relay services for individuals with hearing and speech disabilities?	Yes	No
12. Does your entity have a policy or procedure to handle requests for auxiliary aids and services?	Yes	No
13. Do your employees know to give primary consideration to the person with a disability in determining what type of auxiliary aid or service to provide?	Yes	No
14. Does your entity use the chart below (or similar shorthand) as a means for individuals with disabilities to communicate their preferred type of auxiliary aid or service? (The symbol boxes are explained in **Appendix G**)	Yes	No

If you responded "No" to a question above, describe your plan for addressing this requirement, including target dates for completion, below:
#9 – No subrecipients.

#10, #11, #13, #14 – Training in these areas will be provided to the OVP department employees within 2 weeks of hire.

Discrimination Complaint/Grievance Procedures

1. Our entity uses the model Discrimination Complaint Forms and Process, which is provided in **Appendix F,** or a substantially similar complaint form and process that explains the complaint process, including that the complainant may file a formal complaint with the appropriate State Agency or HHS/USDA-FNS, as appropriate: • DCF Complaint http://dcf.wisconsin.gov/civil_rights/complaint-procedures • DHS Complaint http://dhs.wisconsin.gov/civilrights/index.htm • US HHS Region V Office of Civil Rights, Chicago Complaint http://www.hhs.gov/ocr/office/file/index.html • USDA, Office of Civil Rights, Washington D.C. https://www.ocio.usda.gov/sites/default/files/docs/2012/Complain_combined_6_8_12.pdf	Yes	No
2. Our entity's complaint resolution procedures, including the name, address and phone number of the Equal Opportunity Coordinator, limited English proficiency Coordinator or Complaint Investigator (which may be the same person), are publicly posted in language(s) understood by customers, and in a format or formats accessible to persons with visual or hearing impairments.	Yes	No
3. We have instituted a database system to track informal and formal discrimination complaints and their disposition. The system should record the number of complaints by program area, protected status/or class.	Yes	No
4. All participants in complaint investigations are advised of and protected from retaliation.	Yes	No
5. Complaints received are acknowledged within five calendar days. If extensions are needed, the complainant will be notified.	Yes	No
6. Results of the complaint investigation will be provided to complainant within 90 days of receipt of the complaint.	Yes	No
7. Corrective action is taken when evidence of discrimination has been found.	Yes	No
8. Translators, interpreters and/or readers who meet the communication needs of customers are provided by the agency during the complaint process.	Yes	No
9. Customers are permitted to have representatives of their choice during their interviews in the complaint process.	Yes	No
10. Our staff will assist complainants during the complaint process if necessary.	Yes	No
11. Complainants are informed that the complaint must be filed within 180 days from alleged discriminatory act. Filing times may be extended if deemed necessary.	Yes	No

If you responded "No" to a question above, describe your plan for addressing these requirements, including target dates for completion, below:
#2 - Make format for notices that are accessible to individuals with visual or hearing impairments.
#3 – Database will be implemented within 120 days of OVP Director's hire date.

Training Requirements

1. Are new staff informed of policies regarding equal opportunity for service delivery as part of their orientation program?	Yes	No	
2. Do new staff receive training on federal CRC requirements?	Yes	No	
3. Do all staff receive CRC refresher training at the following intervals?			
a. Once every three years for entities receiving federal funds from the US DHHS.	Yes	No	**N/A**
b. Annually for entities receiving federal funds from the USDA FNS (e.g., FoodShare, WIC and TEFAP)	Yes	No	**N/A**
4. Does the entity provide CRC training for subrecipient agency staff?	Yes	No	N/A

If you responded "No" to a question above, describe your plan for addressing these requirements, including target dates for completion, below:

#1, #2 – Once OVP staff is hired, training will be conducted within 2 weeks of hire.

NONDISCRIMINATION NOTIFICATION

1. Nondiscrimination Statement

The City of Green Bay complies with applicable Federal civil rights laws and does not discriminate, exclude or treat people differently on the basis of race, color, national origin, age, disability, sex (including pregnancy, sexual orientation, and gender identity), religion, or filing of a prior civil rights complaint.

The City of Green Bay**:**

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact:

Joseph Faulds, Chief of Operations
100 N. Jefferson Street, Room 500
Green Bay, WI 54301
920-448-3356
Joseph.Faulds@greenbaywi.gov

OR-

Lt. Brad Strouf, Green Bay Police Department
307 S. Adams Street
Green Bay, WI 54301
(920) 448-3200, Ext. 0909
Brad.Strouf@greenbaywi.gov

FILING A GRIEVANCE

If you believe that the City of Green Bay has failed to provide these services or has otherwise discriminated against you on the basis of race, color, national origin, age, disability, sex (including pregnancy, sexual orientation, and gender identity), religion, or filing of a prior civil rights complaint, please contact Joseph Faulds at:

Joseph Faulds, Chief of Operations
100 N. Jefferson Street, Room 500
920-448-3356
Joseph.Faulds@greenbaywi.gov

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the OCR Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
800-368-1019 (Voice), 800-537-7697 (TTY)
OCRComplaint@hhs.gov
https://www.hhs.gov/civil-rights

APPENDIX E

LEP POLICY STATEMENT AND ACKNOWLEDGEMENT/REFUSAL OF INTERPRETER SERVICES

LIMITED ENGLISH PROFICIENCY POLICY STATEMENT

The City of Green Bay is committed to providing equal opportunity in all programs, services and activities to individuals who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. Those individuals are referred to as limited English proficient, or "LEP." Meaningful access to Federally funded programs and activities is required by Title VI of the Civil Rights Act of 1964 and its implementing regulations.

Meaningful access to LEP individuals is provided in two ways: Oral interpretation and written translation. Oral interpretation can range from on-site interpreters for critical services provided to a high volume of LEP persons, to access through commercially-available telephonic interpretation services. Written translation can range from translation of an entire document to translation of a short description of the document.

The entity fulfills this obligation by one or more of the following: hiring bilingual staff, hiring staff interpreters/translators, contracting for interpreters/translation services, using telephone interpreter lines, and/or using community volunteers. The entity understands that the interpretation/translation must be performed in a competent, confidential, ethical, and accurate manner at no cost to the LEP individual. The entity does not rely on the LEP individual to provide an interpreter.

If an LEP person requests to use a family member, friend or other adult as an interpreter, the entity makes the LEP person aware that the entity will provide a qualified interpreter at no cost to the LEP person. The entity respects the LEP person's choice of interpreters. If the LEP person chooses a family member, friend, or other adult to interpret instead of one provided by the entity, the entity makes a record of that decision. If the entity believes the interpreter selected by the LEP person is not competent or appropriate, the entity supplements with its own qualified interpreter. Minors should not act as interpreters unless there is an emergency situation and another interpreter is not immediately available.

The entity records the number and date of instances in which interpretation was offered, what service was offered (e.g., staff, in-person contracted, telephone, etc.), whether it was accepted or whether the LEP individual selected their own interpreter, and in what language group the service was needed.

This entity monitors its changing demographics and population trends on an annual basis, to ensure awareness of the language needs in its service area.

The entity requires its subrecipients to comply with the LEP policy requirements.

To assist us in complying with all applicable limited English proficiency rules, regulations, and guidelines, the LEP Coordinator is:
Name: Lt. Brad Strouf, Green Bay Police Department Phone: (920) 448-3022 Ext. 0909
LEP customers are encouraged to ask for language assistance or discuss any perceived discrimination problems with him. Information about discrimination complaint resolution process is available upon request.

Acknowledgement and Refusal of Free Interpretation Services

The City of Green Bay has offered you free interpretation services provided by a skilled and qualified interpreter who is trained to protect your privacy. That person understands your language and technical/legal words related to the program or service you are seeking or receiving.

You have the right to the free interpreter services described above. You also have the right to refuse that service and proceed with your own interpreter. **YOU ARE NOT REQUIRED TO PROVIDE YOUR OWN INTERPRETER.** If you choose to utilize your own interpreter, whether a family member or another person, that person may not have formal training and may commit, among others, the following errors:

- Give you or your service provider incorrect information;
- Add or leave out information;
- Learn information about you that you may not wish to be known;
- Tell other people information about you that would otherwise be private;
- Misunderstand your case manager, case worker, doctor, caregiver, or service provider.

The City of Green Bay has explained to me, in my own language, the risks of refusing the offered trained interpreter. I understand these risks and choose to decline the interpretation services offered at no cost.

_____ _____
Client Signature Date

_____ _____
Recipient Signature Date

_____ _____
Interpreter Signature Date

If interpreted by phone, interpreter name and #: _____

Explanation of Document (for providers and staff):

_____
_____
_____
_____

APPENDIX F

SERVICE DELIVERY DISCRIMINATION COMPLAINT

If you need help completing this form please contact:

Name - Equal Opportunity Coordinator Joseph Faulds	920-448-3356	Phone (TDD) - -
Name of Complainant	Phone - -	

Address (number, street, city, state, zip code)

Federal civil rights laws prohibit discrimination of MEMBERS, APPLICANTS, ENROLLEES, AND BENFICIARIES in any programs and activities that receive Federal financial assistance and that are run by State Agencies (DHS/DCF) directly or by its partners, local agencies, and contractors. Those laws prohibit recipients and subrecipients of Federal financial assistance from discriminating on the basis of race, color, national origin, sex, age, disability, and, in some programs, religious creed or political affiliation or beliefs, in their programs or activities, and in retaliating or engaging in reprisals against for opposing discrimination. If you were wrongfully denied services, or if the treatment you received was separate or different than others received, or if the program was not accessible to you, and you believe is was because of one or more of those protected bases, it may be discrimination. The precise nondiscrimination requirements depend on which Federal agency funds the program or activity.

Name of the Agency/Organization/Entity against whom the complaint is filed.
City of Green Bay

Name of the Federal program you were discriminated in by the agency/organization (e.g., BadgerCare, FoodShare, Child Protective Services, etc.)
Wisconsin Community Safety Fund

Describe the action or treatment that you think was discriminatory. Include information about who, what, when, where, how, why, and the names, addresses and phone numbers of any witnesses, if you know them. Please be specific about the date of the last incident. You may write this on another sheet of paper if you need more room. In the space below, please say how many pages are attached, if you need to add pages.

Description of the relief or remedy you want:

SIGNATURE – Complainant or Complainant Representative	Date Signed (mm/dd/yyyy)

The information below is to be completed by the person at the entity who receives your complaint and investigates it.

Date Received	Received By	Title
Agency		

Actions and individual(s) to be investigated:

Findings (must be completed within 90 days):

Action Taken:

Further Action Required? ☐ Yes ☐ No If yes, what action is recommended?

SERVICE DELIVERY DISCRIMINATION COMPLAINT CONTACT INFORMATION

File formal discrimination complaints about these services with the state agency listed below.

PROGRAM	STATE AGENCY
Wisconsin (WI) Works (W-2), Temporary Assistance to Needy Families (TANF), Brighter Futures Initiative, Child Support, Early Care and Education, Child Care and Day Care Certification Programs, Child Welfare, Milwaukee Child Protective Services Programs, Emergency Assistance, Families and Economic Security, Job Access Loans, Adoption and Foster Care Programs, Safety and Permanence Programs (Out-of-Home Care, Safety and Well Being, Program Integrity), Child Placement Services, Child Abuse and Neglect, Protective Services, Kinship Care, Domestic Abuse/Domestic Violence Programs, Refugee Assistance and Services, Youth Justice services and other programs administered by the WI Department of Children and Families	**WI Department of Children and Families** 201 W. Washington Ave, Second Floor P.O. Box 8916 Madison, WI 53708-8916 Voice: 608-422-6889 TTY: 800-864-4585
Medical Assistance Services, Medicaid, BadgerCare Plus, FoodShare, TEFAP, SeniorCare, Family Care, Public Health Services, WIC (Women, Infants and Children), and other programs administered by the WI Department of Health Services.	**WI Department of Health Services** Civil Rights Compliance Office 1 W. Wilson, Room 651 P.O. Box 7850 Madison, WI 53707-7850 608-266-1258 (Voice); 608-267-1434 (Fax) 711 or 1-800-947-3529 (TTY) Email: DHSCRC@dhs.wisconsin.gov
PROGRAM	FEDERAL AGENCY
HHS program or activity	**Office for Civil Rights** **U.S. Department of Health and Human Services** 200 Independence Avenue, SW Room 509F, HHH Building Washington D.C. 20201 800-368-1019 800-537-7697 (TDD) https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf (On-line complaint portal)
USDA-FNS program or activity	**U.S. Department of Agriculture** **Director, Office of Adjudication** 1400 Independence Avenue, SW Washington, D.C. 20250-9410 (866) 632-9992 800-877-8339 (Federal Relay Services) 866-377-8642 (Relay voice users) 800-845-6136 (Spanish) Cr-info@ascr.usda.gov

APPENDIX G
KEY TO ACCESSIBILITY SYMBOLS

BLIND OR HAVE LOW VISION

BLIND OR HAVE LOW VISION symbol may be used to indicate access for people who are blind or have low vision, including: a guided tour, a path to a nature trail or a scent garden in a park; and a tactile tour or a museum exhibition that may be touched.

SYMBOL FOR ACCESSIBILITY

SYMBOL FOR ACCESSIBILITY, known as the wheelchair symbol, should only be used to indicate access for individuals with limited mobility including wheelchair users. For example, the symbol is used to indicate an accessible entrance, bathroom or that a phone is lowered for wheelchair users. Remember that a ramped entrance is not completely accessible if there are no curb cuts, and an elevator is not accessible if it can only be reached via steps.

AUDIO DESCRIPTION

AUDIO DESCRIPTION is a service for persons who are blind or have low vision that makes the performing arts, visual arts, television, video, and film more accessible. Description of visual elements is provided by a trained Audio Describer through the Secondary Audio Program (SAP) of televisions and monitors equipped with stereo sound. An adapter for non-stereo TVs is available through the American Foundation for the Blind, 800-829-0500. For live Audio Description, a trained Audio Describer offers live commentary or narration (via headphones and a small transmitter) consisting of concise, objective descriptions of visual elements: i.e., a theater performance or a visual arts exhibition.

TELEPHONE TYPEWRITER (TTY)

TELEPHONE TYPEWRITER (TTY) device is also known as a text telephone (TT), or telecommunications device for the deaf (TDD). TTY indicates a device used with the telephone for communication with and between deaf, hard of hearing, speech impaired and/or hearing persons.

VOLUME CONTROL TELEPHONE

VOLUME CONTROL TELEPHONE symbol indicates the location of telephones that have handsets with amplified sound and/or adjustable volume controls.

ASSISTIVE LISTENING SYSTEMS

ASSISTIVE LISTENING SYSTEMS transmit amplified sound via hearing aids, headsets or other devices. They include infrared, loop and FM systems. Portable systems may be available from the same audiovisual equipment suppliers that service conferences and meetings.

SIGN LANGUAGE INTERPRETATION

SIGN LANGUAGE INTERPRETATION symbol indicates that Sign Language Interpretation is provided for a lecture, tour, film, performance, conference or other program.

ACCESSIBLE PRINT (18 pt. or Larger)

The symbol for large print is "Large Print" printed in 18 pt. or larger text. In addition to indicating that large print versions of books, pamphlets, museum guides and theater programs are available, you may use the symbol on conference or membership forms to indicate that print materials may be provided in large print. Sans serif or modified serif print with good contrast is important, and special attention should be paid to letter and word spacing.

THE INFORMATION SYMBOL

One the most valuable commodity of today's society is information; to a person with a disability and others are essential. For example, the symbol may be used on signage or on a floor plan to indicate the location of the information or security desk, where there is more specific information or materials concerning access accommodations and s e r v i c e s such as "LARGE PRINT" materials, audio cassette recordings of materials, or sign interpreted tours.

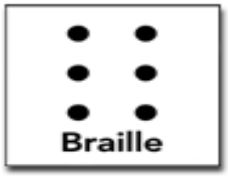
CLOSED CAPTIONING (CC)

CLOSED CAPTIONING (CC) symbol indicates a choice for whether or not to display captions for a television program or videotape. TV sets that have a built-in or a separate decoder are equipped to display dialogue for programs that are captioned when selected by the viewer. The Television Decoder Circuitry Act of 1990 requires TV sets (with screens 13" or larger) to have built-in decoders as of July 1993. Also, videos that are part of exhibitions may be closed captioned using the symbol with instruction to press a button for captioning.

OPENED CAPTIONING (OC)

OPENED CAPTIONING (OC) symbol indicates that captions, which translate dialogue and other sounds in print, are always displayed on the videotape, movie or television program. Open Captioning is preferred by many including deaf and hard-of-hearing individuals, and people whose second language is English. In addition, it is helpful in teaching children how to read and in keeping sound levels to a minimum in museums and restaurants.

BRAILLE SYMBOL



BRAILLE SYMBOL indicates that printed material is available in Braille, including exhibition labeling, publications and signage.

FEDERAL CIVIL RIGHTS AUTHORITIES*

Civil Rights Provision	Implementing Regulation	Bases of Prohibited Discrimination	Programs and Activities
DHS and DCF Programs and Activities (HHS Federal Financial Assistance)			
Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116)	45 C.F.R. Part 92	sex, race, color, national origin, disability, and age	BadgerCare Plus and Medicaid programs; other healthcare programs and activities.
Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)	45 C.F.R. Part 80	race, color, national origin	BadgerCare Plus and other Medicaid programs; grants by CMS, SAMHSA, CDC, CMHS, ACL, HRSA, OMH, etc.
Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.)	45 C.F.R. Part 84	disability	BadgerCare Plus and other Medicaid programs; grants by CMS, SAMHSA, CDC, CMHS, ACL, HRSA, OMH, etc.
Title II of the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12131 et seq.)	28 C.F.R. Part 35	disability	BadgerCare Plus and other Medicaid programs; grants by CMS, SAMHSA, CDC, CMHS, ACL, HRSA, OMH, etc.
Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.)	45 C.F.R. Part 86	sex	BadgerCare Plus and other Medicaid programs; grants by CMS, SAMHSA, CDC, CMHS, ACL, HRSA, OMH, etc.
Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.)	45 C.F.R. Part 91	age	BadgerCare Plus and other Medicaid programs; grants by CMS, SAMHSA, CDC, CMHS, ACL, HRSA, OMH, etc.
Small Business Job Protection Act of 1996, 42 U.S.C. § 1996b		race, color, national origin	Foster Care

Civil Rights Provision	Implementing Regulation	Bases of Prohibited Discrimination	Programs and Activities
DHS Programs and Activities (USDA-FNS Federal Financial Assistance)			
Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020)	7 C.F.R. Parts 15, 15a, 15b, 15c, and Part 16	race, sex, religious creed, national origin, or political affiliation	FoodShare (SNAP)
Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.)	7 C.F.R. Part 15	race, color, national origin	FoodShare (SNAP); WIC; CNP, TANF, FMNP, SFMNP
Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.)	7 C.F.R. Part 15c	age	FoodShare (SNAP); WIC; FSET; FMNP, SFMNP
Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.)	7 C.F.R. Part 15b	disability	FoodShare (SNAP); WIC; FSET; TANF; FMNP, SFMNP
Title II of the Americans with Disabilities Act (ADA) of 1990 (42 USC § 12131 et seq.)	28 C.F.R. Part 35	disability	FoodShare (SNAP); WIC; FSET; TANF; FMNP, SFMNP
Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.)	7 C.F.R. Part 15a	sex	FoodShare (SNAP); WIC; FSET; TANF; FMNP, SFMNP
Title II of the ADA Amendments Act of 2008 (42 U.S.C. § 12101 et seq.)	28 C.F.R. Part 35	disability	WIC; FSET; TANF; FMNP; SFMNP
Emergency Food Assistance Act of 1983 (7 U.S.C. § 7501 et seq.)	7 C.F.R. § 251.10	race, color, national origin, sex, age, disability	TEFAP
Other FNS nondiscrimination requirements	FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Food	race, sex, religious creed, national origin, or political affiliation	FoodShare (SNAP); WIC; FSET; TANF; FMNP; SFMNP; TEFAP

Civil Rights Provision	Implementing Regulation	Bases of Prohibited Discrimination	Programs and Activities
	and Nutrition Services, USDA (Guidance)		
OTHER FEDERAL PROVISIONS			
Community Services Assurance Provisions of the Hill-Burton Act			Health Facilities receiving Hill-Burton Funds
Nondiscrimination Provisions of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended (Federal Block Grants)		race, color, national origin, sex (Community Services Block Grants); race, color, national origin, age, disability, sex, religion (remaining block grants)	Community Services Block Grant; Social Services Block Grant; Maternal and Child Health Block Grant; Projects for Assistance in Transition from Homelessness Block Grant; Community Mental Health Services Block Grant; Substance Abuse Prevention and Treatment Block Grant
Family Violence Prevention Services Act, 42 U.S.C. § 10406.		race, color, national origin, age, disability, sex, religion	
Section 408 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 42 U.S.C. § 608		age, disability, race, color, national origin	Temporary Assistance for Needy Families Block Grant

*This list is current as of November 2021. Please note, there may be other applicable civil rights provisions that have been omitted and the provisions may be subject to amendment, repeal or replacement. Additionally, each Federal agency may issue interpretative guidance on civil rights compliance, such as providing meaningful access to LEP individuals, which should be consulted. *See e.g.,* 68 Fed. Reg. 47311 (Aug. 8, 2003) (HHS LEP Guidance); 79 Fed. Reg. 70771 (Nov. 28, 2014) (FNS LEP Guidance); 68 Fed. Reg. 32290 (May 29, 2003) (DOL LEP Guidance).

CUSTOMER SERVICE POPULATION ANALYSIS (CSPA) DATA CHART

Local Agency/Recipient Name:	City of Green Bay
Funding Agency:	☒ Wisconsin Department of Children and Families (DCF) ☒ Wisconsin Department of Health Services (DHS)
Program or Activity:	Office of Violence Prevention
Geographic Service Area:	City of Green Bay
Income Level(s) Analyzed:	Select the income level you will use for the Potentially Eligible Population. **Note:** If you would like to conduct the analysis for BOTH "All income levels" AND "Income below poverty level," complete TWO data charts. ☒ **All income levels** ☐ **Income below poverty level**

	Potentially Eligible Population (from data.census.gov)		**Population Served in Most Recent Calendar or Program Year (Specify Year:)**		
Category[1]	**Number Potentially Eligible**	**Percentage of Total Potentially Eligible Population**[2]	**Number Served**	**Percentage of Total Served Population**[3]	**Percentage-Point Difference (= % Served - % Potentially Eligible)**
Total Population	107,083	100.00%	107,083	100.00%	0.00
Breakdown by Race					
White	79,633	74.4%		%	
Black or African American	4,684	4.4%		%	
American Indian or Alaska Native	3,384	3.2%		%	
Asian	4,155	3.9%		%	
Native Hawaiian or Pacific Islander	35	0.0%		%	
Other	5,936	5.5%		%	
More Than One Race	9,256	8.6%		%	
Subtotal, Non-White	27,450	25.6%		%	
Hispanic/Latino (Regardless of Race)	17,826	16.6%		%	
Breakdown by Sex					
Female	54,343	50.7%		%	
Male	52,740	49.3%		%	
Disabilities	16,302	15.2%		%	

[1] Categories were determined by the U.S. Census (data.census.gov).

[2] Percentage of Total Potentially Eligible Population = (Number Potentially Eligible in the Category / Number Potentially Eligible in the Total Population) X 100%

[3] Percentage of Total Served Population = (Number Served in the Category / Number Served in the Total Population) X 100%

Data Source(s) for Potentially Eligible Population:	American Community Survey 2017-2021 5-Year Estimates - Table DP05 American Community Survey 2021 1-Year Supplemental Estimates - Table K201803

Data Source(s) for Population Served:	

Customer Service Population Data Analysis

List the population(s) in the CSPA data chart with Percentage-Point Difference(s) **greater than 2.00** (for example, 3.00% or 4.00%): *These categories may be **over**-represented in the program's customer population.*[4]

List the population(s) in the CSPA data chart with Percentage-Point Difference(s) **less than -2.00** (for example, -3.00% or -4.00%): *These populations may be **under**-represented in the program's customer population.*

What factors may be contributing to any under-/over-representation?[5]

Do you believe these results indicate potentially eligible participants are or are not being served?

What actions are being taken or can be taken to improve program participation and encourage enrollment of populations that are under-served? (Note: Depending on the applicable federal programs, recipients may be required to take reasonable steps to conduct outreach to under-represented communities. Recipients may contact the appropriate state agency for additional information on outreach.)

It may be that denials of service (including negative decisions, licensing activities, etc.) contribute toward lower-than-expected participation of a particular category. Explain whether such denials have been disproportionate for any specific protected groups within the one calendar or program year you looked at to complete the CSPA table:

[4] Over-representation may reflect the recipient is meeting the needs of that category, outreach efforts to that category are successful, or other factors that make that category more likely to be served. Over-representation of one category is not necessarily a sign that the program is not serving all of the categories of population equally, but it does mean one or more of the other categories may be under-represented.

[5] Although error in the data may explain some (or all) of the difference, especially for smaller populations, be sure to evaluate all possible factors before attributing differences to error in the data.

LIMITED ENGLISH PROFICIENCY (LEP) CUSTOMER DATA ANALYSIS CHART

Local Agency/Recipient Name:	City of Green Bay
Funding Agency:	☒ Wisconsin Department of Children and Families (DCF) ☒ Wisconsin Department of Health Services (DHS)
Program or Activity:	Office of Crime Prevention
Geographic Service Area:	City of Green Bay
Income Level(s) Analyzed:	Select the income level you will use for the Potentially Eligible Population. **Note:** If you would like to conduct the analysis for BOTH "All income levels" AND "Income below poverty level," complete TWO data charts. ☒ **All income levels** ☐ **Income below poverty level**

(a) Total Potentially Eligible Population (from data.census.gov)	LEP Potentially Eligible Population (from data.census.gov)		(d) Number LEP Served in Most Recent Calendar or Program Year (Specify Year:)	Safe Harbor	
269,591				Written Translation of Vital Documents	Written Notice to LEP Groups of Their Right to Receive Competent Oral Language Interpretation & Translation of Vital Documents
Language Groups[1]	**(b) Number LEP Potentially Eligible in This Language Group**	**(c) Percentage LEP Potentially Eligible in This Language Group[2]**		**Column (b) is 1,000 or more OR Column (c) is 5% or more?**	**Column (b) is less than 50 AND Column (c) is 5% or more?**
Spanish	6531	2.4%		☐ yes	☐ yes
Hmong/Laotian[3]	1319	0.5%		☐ yes	☐ yes
Chinese	169	0.1%		☐ yes	☐ yes
Korean	40	0.0%		☐ yes	☐ yes
Vietnamese	10	0.0%		☐ yes	☐ yes
Tagalog	17	0.0%		☐ yes	☐ yes
German/Germanic[4]	233	0.1%		☐ yes	☐ yes
Russian/Polish/Other Slavic[5]	39	0.0%		☐ yes	☐ yes
French/Patois/Haitian/Creole/Cajun	128	0.0%		☐ yes	☐ yes
Arabic	41	0.0%		☐ yes	☐ yes
Other – Specify: Native North Am	145	0.1%		☐ yes	☐ yes

[1] Language groups were determined by the U.S. Census and *Estimates of at Least the Top 15 Languages Spoken by Individuals with Limited English Proficiency*.
[2] Percentage LEP Potentially Eligible = [(b)/(a)] X 100%
[3] "Hmong/Laotian" includes Hmong, Laotian, and other languages from mainland Asia and the Pacific Islands *not* mentioned elsewhere in this table.
[4] "German/Germanic" includes Pennsylvania Dutch.
[5] "Russian/Polish/Other Slavic" includes Bosnian, Croatian, and Serbian.

Data Source(s) for LEP Potentially Eligible Population:	LEP.gov 2015 Language Map App Accessible Version - Brown County

Data Source(s) for Number LEP Served:	

Services to LEP Language Groups

Please check all that apply to recipient's service to the eligible language groups in your service area:

- ☐ Oral interpretation is provided upon request at no charge to an LEP customer.
- ☐ We hire bilingual staff with demonstrated proficiency in English and a second language, who are knowledgeable of specialized terms and concepts in English and the language they interpret, and who have received training on skills and ethics of interpretation. (Training can be provided in-house or by an external agency. Documentation of language ability, training on specialized terms and concepts, and training on skills and ethics of interpretation should be maintained.)
- ☐ We routinely collect information regarding the LEP participant's preferred primary language. The language information for each client is part of our database.
- ☐ We have identified and inventoried all vital documents for our programs or services, and the inventory list is available for inspection.
- ☐ We routinely maintain a record of the number of language interpretation services that we offer and that we provide to LEP customers, on what date, how interpretation was provided (e.g., in person or by telephone), and in what language.
- ☐ The eligible LEP population that is likely to be encountered in our service area constitutes 5% or 1,000 persons; therefore, we provide written translation of vital documents.
- ☐ Where there are fewer than 50 people in the language group that reaches the 5% trigger, we provide written notice to those LEP groups in their primary language of their right to receive oral language interpretation and written vital materials, free of cost.
- ☐ For all documents, vital or otherwise, we provide meaningful access to LEP individuals in all language groups. Meaningful access may be providing translation of the information orally.

LEP Customer Data Analysis

Using the LEP data chart and any other sources of data, list the LEP population(s) represented in the program's geographic service area.

Do you believe the data indicate potentially eligible LEP participants are or are not being served?

What factors may be contributing to potentially eligible LEP participants not being served?[6]

What actions are being taken or can be taken to improve program participation and encourage enrollment of LEP populations that are under-served?

Please discuss the **nature** of LEP-related discrimination complaints filed with the agency, both formal and informal, and resolution of LEP complaints over the last calendar year:

[6] Although error in the data may explain some (or all) of the difference, especially for smaller populations, be sure to evaluate all possible factors before attributing differences to error in the data.

MEMORANDUM

Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: July 25, 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.

- 4K Naturalist – This position is vacant as a result of Brooke Conrad declining to renew her contract for the 2023-2024 school year. This position is budgeted at $20.05 per hour ($41,704 per year).

- Assistant City Engineer – Replacement position due to the resignation of Matt Woicek effective 06/16/23. This position is budgeted at $83,408 – $98,093 per year (pay grade N).

- Operator I (Sweeper/Days) - Replacement position due to the resignation of Steve Gandy effective July 5, 2023. This position is budgeted at $21.60 – $25.42 per hour (Pay Grade F).

- Parking Enforcement Officer - Replacement position due to the resignation of Aaron Blade effective June 20, 2023. This position is budgeted at $17.33 - $20.40 per hour (Pay Grade C.

- Park Supervisor - Replacement position due to the retirement of Thomas Fritsch effective August 31, 2023. This position is budgeted at $64,189 - $75,483 annually (Pay Grade J).

- Mechanic - Replacement position due to the retirement of Scott Socha effective July 20, 2023. This position is budgeted at $26.25/hour - $30.87/hour (Pay Grade H).

- Mechanic - Replacement position due to the resignation of Joshua Babler effective August 3, 2023. This position is budgeted at $26.25/hour - $30.87/hour (Pay Grade H).

- Purchasing Assistant - Replacement position due to the resignation of Lexi Dachelet effective July 14, 2023. This position is budgeted at $23.92-$28.15/hour (Pay Grade G).

- Plumbing Inspector - Replacement position due to the resignation of Jason Sladky effective July 28, 2023. This position is budgeted at $30.86 – $36.29/hour (Pay Grade J).

- Development Director – Replacement position due to the resignation of Neil Stechschulte effective July 7, 2023. This position is budgeted at $109,866 - $129,230 annually (Pay Grade R).

- Traffic Engineer – Replacement position due to the resignation of David Hansen effective August 1, 2023. This position is budgeted at $73,798 – $86,819 annually (Pay Grade L).

- Administrative Clerk – Replacement position due to the resignation of Haley Pankratz effective July 7, 2023. This position is budgeted at $18.74 - $22.03/hour (Pay Grade D).

Position Fill Request
Justification Report
06-13-2023

Position Title: 4K Naturalist

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

   __X____ Replacement Position _____ Not a Replacement Position

   This position is vacant as the result of Brooke Conrad declining to renew her contract for the 2023-2024 school year.

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

   This position is included in the current budget at $20.05 per hour ($41,704 per year).

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

   4K Naturalists provide a vital function for the implementation of the Nature Based 4K program at the Wildlife Sanctuary. This program is a partnership with the Green Bay School district and as such needs to have 1 teacher and 1 naturalist per classroom. The naturalist is educated and experienced to provide the lessons and implementation to keep the focus of the program nature based as well as collaborate with the teacher for lesson plans/curriculum.

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

   This position/program indirectly provides revenue through the per student reimbursement which helps fund the program.

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

   This position is focused on the 4K Oak learning center. It is a contracted position that has a particular skill set to help facilitate this program. Our other staff cannot absorb the duties of this position at this time because of their own roles/workloads.

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

   N/A – The contract starts on Aug. 28 and the school year starts on Sept. 5

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

   1 classroom of the 4K Oak Learning Center could need to be reduced. 35-40 students would be displaced.

Per Department of Instruction we need to have a naturalist with each teacher in each classroom. We would have to reduce 1 classroom which would severely impact the success of the program.

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

There are no alternatives at present time.

9. Are there union issues?

No

10. Other supporting comments.

Position Fill Request
Justification Report
June 20, 2023

Position Title: **Assistant City 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 the resignation of Matt Woicek, effective 06/16/23.

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 $83,408 – $98,093 per year (pay grade N). The position is currently funded by a combination of the general levy-supported budget, the storm water utility, and the sanitary sewer utility.

3. **Please list the functions and any special information regarding this position.**
   This position provides design and construction administration duties for all Public Works construction projects throughout the City of Green Bay. Additionally, this critical management position oversees the Project Development section of the Department of Public Works Engineering Division. The position is responsible for programming and completing all work for all infrastructure projects for the City of Green Bay. This includes design of street and sewer replacement, construction of street and sewer projects, park projects, subdivision development, and infrastructure support for redevelopment projects.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
   Although this position does not directly generate revenue, the position oversees contracts for design and construction of City-owned facilities that routinely range in annual aggregate value of more than $10 million. If the work were not performed using in-house staff, an engineering consultant would have to be employed to complete the work. Using a conservative amount of 15% for engineering services, the financial impact to the City would be in excess of $2 million annually.

5. **Please explain why current staff is unable to absorb duties of this position.**
   Both the historical and current volume of work completed by this position significantly exceed the available number of hours on an annual basis.

6. **If duties of position are presently being done, how are they done?**
   Until the position is filled, the workload will be split between the Assistant Director of Public Works, Utility Manager, and Director of Public Works. The delegation of job assignments routinely takes the Assistant Director of Public Works, Utility Manager and Director of Public Works away from their own core job functions and will have a significant negative impact on the ability of the Department to complete core functions.

7. **What service would be reduced or eliminated if this position is not filled?**
   Services may not be directly eliminated, but the ability to complete work, especially that work performed for other departments, would be negatively impacted more than it currently has been. The Assistant Director of Public Works, Utility Manager, and Director of Public Works can no longer assist in completing the work functions of this position.

8. **What are the alternative methods and costs of accomplishing the work?**
   There is no alternative because to effectively manage the Project Development Section, there needs to be one person managing all of the day-to-day activities in the Section and this cannot be accomplished by outside services.

9. **Are there union issues?**
   No

10. **Other supporting comments.**
    None

Position Fill Request
Justification Report
May 16, 2023

Position Title: Operator 1 (Sweeper/Days) – DPW Operations Division/Street Section

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

   __X____ Replacement Position _____ Not a Replacement Position

   This position is vacant following the resignation of Jake VandenHeuvel effective at the end of his regular work shift on Tuesday, May 30, 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 currently funded in the DPW operating budget. The current wage for this position is $21.60 - $25.42 per hour (Pay Grade F).

3. **Please list the functions and any special information regarding this position.**
   Sweeper Operators perform a full range of duties including but not limited to operating street sweepers, flusher truck, tractors, sidewalk snow removal units, and other DPW vehicles. In addition to sweeping streets during summer months, they assist in leaf collection, snow/ice control, and general labor assignments necessary to complete DPW core functions. Sweeper Operators also help Motor Equipment Section rebuild sweeper units during winter months to prepare them for the next sweeping season.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
   This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract out for those services. Also, Federal EPA and State DNR rules dictate that the City must remove debris from roads that can contaminate streams, rivers, and lakes when diluted in storm water runoff.

5. **Please explain why current staff is unable to absorb duties of this position.**
   Loss of a Sweeper Operator position will reduce DPW's ability to comply with EPA and DNR rules for stormwater runoff quality and cleanliness. Those rules must be met to reduce contamination in storm water runoff that flows into streams, rivers, and lakes.

6. **If duties of position are presently being done, how are they done?**
   During periods of short staffing, duties are assigned to other Street Section employees as needed. When there is a lack of personnel, assignments are prioritized and completed in priority order. If there is not adequate time to complete all jobs, lower priority jobs are postponed or not completed.

7. **What service would be reduced or eliminated if this position is not filled?**
   DPW will continue to perform all of its core services. However, a reduction in staffing will result in a lower level of service to residents. Sweepers must be staffed to meet government stormwater rules. Grass cutting, leaf collection, and other roadway maintenance duties could suffer.

8. **What are the alternative methods and costs of accomplishing the work?**
   Working overtime to maintain the required service, or outsourcing of services. Continued overtime leads to employee burnout and higher operating costs. Outsourcing this function is more costly than addressing it in-house.

9. **Are there union issues?**
   No

10. **Other supporting comments.**
    None

Position Justification Form
June 20, 2023

Position Title: **Parking Enforcement Attendant (PEO) –** DPW-Parking Division

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

   _X_ Replacement Position **___ Not a Replacement Position**

   This vacancy is the result of the resignation of Aaron Blade effective June 20, 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.**
   This position is funded through the Parking Division's operating budget. The current wage range is $17.33 - $20.40 per hour (Pay Grade C).

3. **Please list the functions and any special information regarding this position.**
   Parking Division provides over 95% of the City's parking enforcement services. The remainder of parking enforcement is provided by Police Department. Currently there are four (4) Parking Division Parking Enforcement Officers for the entire City. Parking enforcement provided by Parking Division occurs Monday through Saturday.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
   Parking Enforcement Officers generate parking citation revenue, which allows Parking Division to operate without funding from City tax levy revenue.

5. **Please explain why current staff is unable to absorb duties of this position.**
   See answers to 3 and 4 above. Full enforcement staffing is necessary to cover all enforcement zones, and generate the revenue that Parking Division needs to be financially independent from the City tax levy.

6. **If duties of position are presently being done, how are they done?**
   Without Parking Enforcement Officers, there would be little to no parking enforcement activity in the City of Green Bay. Police Department places parking enforcement low on their priority list.

7. **What service would be reduced or eliminated if this position is not filled?**
   Parking Division would continue to operate at its current level of parking enforcement for the City. But parking compliance/enforcement in the City and associated revenue would decrease. Insufficient revenue would require Parking Division to eliminate services, or require assistance from the City's tax levy to remain financially solvent.

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

9. **Are there union issues?**
   No.

10. Other supporting comments.

The City attempted to privatize the (then) Parking Utility in 1998, and was met with significant resistance. After seeing what occurred with privatization of the City of Chicago parking system, Green Bay is not interested in dealing with the increased costs and problems of a privatized public parking system. Green Bay's current parking system is functioning well, but needs employees to function properly.

Position Fill Request
Justification Report
June 28, 2023

Position Title: Park Supervisor

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

   ___X___ Replacement Position _____ Not a Replacement Position

   This position will be vacant as a result of the retirement of Thomas Fritsch effective at the end of the work day on August 31, 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 position is included in the current budget. The salary range is $64,189 - $75,483 annually (Pay Grade J).

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

   This position supervises work completed by the Parks specialists who maintain all Park owned buildings, grounds and equipment, as well as the oversight of all athletic fields, trails, parkways to include Triangle Hill and specialty parks.

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 responsible solving daily problems, directing staff to daily maintenance work throughout 60+ parks, trails, greenways, athletic fields, etc., and will be responsible for all of the full time and seasonal grounds and maintenance staff administrative and time and attendance.

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

   This position requires daily organizing, coordinating of schedules and supervision and direction of all of the grounds maintenance staff.

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

   Park seasonal hiring as well as facility repairs and coordination will be delayed which will ultimately affect our rental season and could delay the opening of shelters and field prep and special facility maintenance for special events.

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

There is no way for this position to be contracted or for the Park Superintendent to absorb duties on a permanent basis. This is a critical position for the Park department.

9. Are there union issues?

No.

10. Other supporting comments.

All Park, Recreation, Forestry Bay Beach and the Wildlife Sanctuary depend on this position to ensure the required maintenance and upkeep is performed, including. during the off season.

Position Fill Request
Justification Report
July 12, 2023

Position Title: Mechanic – DPW Operations Division/Motor Equipment Section

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

   __X____ Replacement Position _____ Not a Replacement Position

   This position is vacant as a result of Scott Socha's retirement effective at the end of the normal work shift on Thursday, July 20, 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 currently funded in the DPW-Operations Division operating budget. The current base wage for a Mechanic is $26.25/hour - $30.87/hour (Pay Grade H).

3. **Please list the functions and any special information regarding this position.**
   DPW Mechanics maintain and repair all DPW vehicles and equipment; as well as Parking Division, Planning/Housing Department, and Mayor's Office vehicles. Mechanics also assist other departments with vehicle and equipment repairs when requested.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
   This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract these services out to a private vendor

5. **Please explain why current staff is unable to absorb duties of this position.**
   DPW has thirteen (13) Mechanics in its table of organization. Any vacancy adds workload to other Motor Equipment Section staff, which reduces the ability of the section to maintain DPW's preventative maintenance and repair programs at the necessary level. Insufficient Mechanic staffing contributes to extended vehicle and equipment down time. DPW cannot maintain all repair requests at all times with a short staff. Replacement of the Mechanic vacancy is necessary.

6. **If duties of this position are presently being done, how are they done?**
   Duties associated with any vacant position are assigned to other employees. If there is a lack of personnel, then assignments are prioritized. Unassigned duties are postponed, not completed, or overtime expenditures are required to complete necessary repairs.

7. **What service would be reduced or eliminated if this position is not filled?**
   DPW cannot reduce or eliminate core services. Motor Equipment Section operates as an internal City service agency for DPW, and other departments. Its clients are DPW, Mason Manor, Inspection Department, Mayor's Office, Parking Division, and Police/Fire Departments when requested. If Mechanic positions are eliminated, DPW would first reduce or eliminate services provided to other departments. DPW must maintain its own fleet first.

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

The alternative to not filling Mechanic vacancies is expenditure of overtime to keep up with workload demand. Using overtime could reduce cost to the City *in the short term* by not having to cover fringe benefits of eliminated Mechanic positions. However, regular overtime assignments lead to burnout, low morale, increased worker compensation injuries, and increased absenteeism. Another alternative to eliminating Mechanic positions is privatization, but that typically is a more expensive alternative.

9. Are there union issues?
No

10. Other supporting comments.
None

Position Fill Request
Justification Report
July 17, 2023

Position Title: Mechanic – DPW Operations Division/Motor Equipment Section

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

   __X____ Replacement Position _____ Not a Replacement Position

   This position is vacant following the resignation of Joshua Babler effective at the end of the normal work shift on Thursday, August 3, 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 currently funded in the DPW-Operations Division operating budget. The current base wage for a Mechanic is $26.25/hour - $30.87/hour (Pay Grade H).

3. **Please list the functions and any special information regarding this position.**
   DPW Mechanics maintain and repair all DPW vehicles and equipment; as well as Parking Division, Planning/Housing Department, and Mayor's Office vehicles. Mechanics also assist other departments with vehicle and equipment repairs when requested.

4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
   This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract these services out to a private vendor

5. **Please explain why current staff is unable to absorb duties of this position.**
   DPW has thirteen (13) Mechanics in its table of organization. Any vacancy adds workload to other Motor Equipment Section staff, which reduces the ability of the section to maintain DPW's preventative maintenance and repair programs at the necessary level. Insufficient Mechanic staffing contributes to extended vehicle and equipment down time. DPW cannot maintain all repair requests at all times with a short staff. Replacement of the Mechanic vacancy is necessary.

6. **If duties of this position are presently being done, how are they done?**
   Duties associated with any vacant position are assigned to other employees. If there is a lack of personnel, then assignments are prioritized. Unassigned duties are postponed, not completed, or overtime expenditures are required to complete necessary repairs.

7. **What service would be reduced or eliminated if this position is not filled?**
   DPW cannot reduce or eliminate core services. Motor Equipment Section operates as an internal City service agency for DPW, and other departments. Its clients are DPW, Mason Manor, Inspection Department, Mayor's Office, Parking Division, and Police/Fire Departments when requested. If Mechanic positions are eliminated, DPW would first reduce or eliminate services provided to other departments. DPW must maintain its own fleet first.

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

The alternative to not filling Mechanic vacancies is expenditure of overtime to keep up with workload demand. Using overtime could reduce cost to the City *in the short term* by not having to cover fringe benefits of eliminated Mechanic positions. However, regular overtime assignments lead to burnout, low morale, increased worker compensation injuries, and increased absenteeism. Another alternative to eliminating Mechanic positions is privatization, but that typically is a more expensive alternative.

9. Are there union issues?
No

10. Other supporting comments.
None

Position Fill Request
Justification Report
July 17, 2023

Position Title: Purchasing Assistant

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 following the resignation of Lexi Dachelet effective at the end of the work day on July 14, 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 position is budgeted. The pay range is $23.92-$28.15/hour (Pay Grade G).

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

   The Purchasing Assistant assists in the communication workflow of the department. The Purchasing Assistant works as the point person and front-end conduit for purchasing activity. Handles many day-to-day tasks and funnels technical procurement questions and workload to the Buyer and Procurement Manager. Maintains tracking information and collation of required data that Purchasing is required to maintain for compliance.

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

   This position does not generate revenue.

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

   Due to workload in the Department this is a critical position to accomplish tasks in a timely manner. Without this position completion of current workload would not be done in accordance with expectations.

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

   Duties will be done by the Procurement Manager as of July 17, 2023.

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

   Overall efficiency would be impacted, and the time needed for completion of tasks would be extended.

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

Outsourcing would be the only option and it is cost prohibitive.

9. Are there union issues?

No.

10. Other supporting comments.

With Purchasing being a service department having adequate staff to perform to expectations is critical to maintain the expected service level.

Position Fill Request
Justification Report
July 6, 2022

Position Title: Plumbing Inspector

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

   __X_____ Replacement Position _____ Not a Replacement Position

   Jason Sladky is resigning effective July 28, 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 included in the current budget. The wage range is $30.86 – $36.29/hour.

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

   Plumbing Inspectors are responsible for the review of internal and external plumbing plans and the inspection of plumbing for both UDC (1 and 2 family residential) and Commercial structures to ensure compliance with City, State, and Federal codes, including compliance with zoning and floodplain ordinances. They review and are involved with the issuing permits for plumbing and UDC HVAC projects. Plumbing Inspectors also inspect UDC HVAC projects.

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

   Yes, Plumbing/UDC HVAC permits and plumbing plan review fees are paid by property owners, developers, and contractors. Pluming/HVAC Inspectors are also responsible for enforcement of codes which might include issuing re-inspection fees as well as municipal citations.

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

   Inspections and plan reviews will be delayed, slowing development and reducing the level of customer service. Inspections will not be able to keep up with requested inspections.

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

   The duties are currently being performed by the incumbent.

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

   The City would not be capable of providing efficient plumbing/HVAC inspections which would slow development and reduce the level of customer service. Plumbing plan reviews will go from 2 weeks at the City to over 3 months at the State.

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

Assigning the work the other Plumbing/HVAC Inspector or contracting the service. Neither of these options would be effective or less costly. The current inspector is at capacity with his inspections and the contracted service do not have a good track record for quality inspections.

9. Are there union issues?

No.

10. Other supporting comments.

Position Fill Request
Justification Report
July 18, 2023

Position Title: Development Director

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 is a replacement position due to the resignation of Neil Stechschulte, effective July 7, 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.**

   This position is included in the current budget at pay grade R ($109,866-$129,230).

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

   The Department of Community and Economic Development is comprised of 42 full time and 2 contract staff that work in Planning, Economic Development, Inspections, Housing, Neighborhoods and Public Arts with a total operating budget of approximately $3.2 million. This position is also responsible for managing millions of dollars in federal grants for housing and redevelopment. The essential functions of the position are as follows:

   Plans, organizes, controls, integrates, and evaluates the work of the Department of Community and Economic Development. Develops, implements, and monitors long-term plans, goals, and objectives focused on achieving the City's mission and City Council priorities. Directs the development of and monitors performance against the annual department budget.

   Plans, organizes, directs, and evaluates the performance of staff.

   Coordinates negotiations and preparation of program and project development contracts and agreements. Directs preparation of the TIF and redevelopment plans.

   Oversees the development and implementation of all planning, housing, community development, and economic development programs.

   Oversees the preparation of all annual work programs and related budgets.

   Advises the Mayor, City Council, Commissions, and City departments with respect to all planning, housing, community development, and economic development matters. Provides technical support to authorities and commissions, including the preparation of reports and policies.

   Serves as Executive Director/Secretary of the Redevelopment Authority. Represents the City through the appropriate commissions and community groups including the Planning

Commission, Redevelopment Authority, Economic Development Authority, and City Council meetings.

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

No, but the position oversees divisions within the Department that generate revenues and is responsible for providing vision and leadership in the implementation of process improvements that improve efficiencies and reduce expenses.

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

This is a critical position for the City as we continue the growth and development of the downtown as well as the renewal and involvement of our neighborhoods. This is a senior leadership position with responsibility for leading a large diverse department that cannot be easily divided up among other departments. The workload is too important and too large to expect other staff to cover.

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

The duties of the position are being performed by the current Development Director.

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

See tasks listed in number 3.

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

It is necessary to have one leader to properly manage the Department of Community and Economic Development. The Department cannot be managed under a shared management style where division heads run their divisions, but do not report to a shared department head. The services provided by the Department are essential and too important to not hire a director to oversee the department. To employ the services of a contract employee to run the department would cost as much or more than hiring a Development Director.

9. Are there union issues?

This is not a union position.

10. Other supporting comments.

Position Fill Request
Justification Report
July 25, 2023

Position Title: Traffic Engineer

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

   _X____ Replacement Position _____ Not a Replacement Position

   This position will be vacant due to the resignation of David Hansen, Traffic Engineer, effective August 1, 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.**

   This position is funded through the levy-supported budget. The salary range for 2023 is $73,798 – 86,819, annually

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

   This position is an engineering position of significant complexity. The Traffic Engineer is responsible for tasks such as origin/destination studies, review of Traffic Impact Analyses, work zone traffic control plans, oversize/overweight permit review, traffic signal timing development and maintenance, street lighting studies, determination of need and applicability of all signage in the public right-of-way.

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

   Although the position does not directly generate revenue, the Traffic Engineer is a vital part of the Department of Public Works. In addition to being directly responsible for the maintenance of all safety-related signage, lighting, and signals in the City, this position is critical for the review of development and redevelopment projects, and determining the effects of those developments on our traffic management. In addition to vehicular traffic, this position is also a critical staff member for integration and development of multimodal transportation, including bicycle and pedestrian facilities.

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

   The traffic section is currently staffed with one engineer and one technician. The roles and responsibilities of the traffic engineer require specialized training above and beyond those provided by the technician. Similarly, with the specialized knowledge of transportation operations, these duties cannot be handled by the civil engineers.

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

   The duties are currently being handled by the incumbent, until his resignation date.

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

Many safety related services would be adversely impacted by not filling this position. Traffic safety studies would not be completed, traffic optimization work would not be completed, bicycle and pedestrian safety improvement projects would slow in development and delivery, traffic impact analyses would not be completed, and our ability to assist and supplement neighboring municipalities who depend upon our work would be discontinued.

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

There are no reasonable alternatives to filling the position. The work could, conceivably, be outsourced, but this would be at significantly higher cost than filling the position.

9. Are there union issues?

No

10. Other supporting comments.

Position Fill Request
Justification Report
July 19, 2023

Position Title: Administrative Clerk (Front Desk)

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

   Haley Pankratz resigned effective 7/7/23.

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

   Yes, this position is included in the current budget. Wage range is $18.74-$22.03/hour.

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

   Front Desk staff handles all walk-in and phone inquiries and complaints in addition to clerical support for patrol officers and detectives.

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

   This position takes in revenues in the way of City licenses and enters all municipal warrants. These positions have recommended staffing levels because of the high volume of customer contact they have. A vacancy results in possible overtime to cover the necessary high volume times.

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

   Customer volume.

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

   By other Administrative Clerks.

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

   The service of taking phone and walk-in reports from citizens, entering warrants, and clerical support to patrol officers and detectives.

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

   Only to do it with current staff, which could create overtime or operate with the reduction in customer service. This would also impact warrant entry.

9. **Are there union issues?**

   No

10. **Other supporting comments.**

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # T.3

To approve the addition of a Deputy Treasurer position to the Administrative Services Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Deputy Treasurer Memo to Personnel
2. Copy of Deputy Treasurer
3. Deputy Treasurer

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: Adam Reidinger
Human Resources Generalist

Re: Request to add (1) one Deputy Treasurer position to the Administrative Services table of organization and approval to fill the position.

Date: July 12, 2023

RECOMMENDATION

I. The Finance Division of the Administrative Services Department is requesting that a Deputy Treasurer position (Grade M, $78,603 - $92,498/annually) be added to their table of organization. The department has assessed their needs and it has been determined that adding a Deputy Treasurer position is required to assist with the increased workload the department has been responsible for over the past several years. This position and the job duties were reviewed by the City's consultant for placement in the salary plan.

BACKGROUND

II. The current structure of the Finance division includes six positions: Finance Director, Assistant Finance Director, Sr. Accountant, (2) two Financial Analysts, and an Account Clerk II. Human Resources recently conducted a survey of other municipalities in which it was discovered that the City's Finance division had fewer positions than other municipalities of a smaller size and that the City's Finance division was responsible for managing a larger budget than those municipalities with larger staff sizes (see attached survey results).

In addition, the Finance division has assumed several new functions over the last few years which includes tax collection, updating and maintaining lease and subscription software required by the Government Accounting Standard Board, annual TIF reporting to the Wisconsin Department of Revenue, oversight of ARPA grants and other federal grants, assisting with implementing and providing guidance with the new Priority Based Budgeting (PBB), an increase in Developer's agreements and PayGo calculations, and assisting with the creation of the annual 5-year capital improvement plan. Because of the increased workload of the division, it is necessary to add to a new management level position to organize and perform this work. The new position will absorb some of the duties that were being performed by the Finance Director and Assistant Finance

Director. Redistributing these duties will allow for improved time management and efficiency of the division. The Assistant Finance Director position will focus on general ledger, payroll, audit, grants, Tyler Munis, budget and budget analysis, and reporting. The newly created Deputy Treasurer will focus on treasury, tax collection, receipting, cash-handling, internal controls, and debt management.

FISCAL IMPACT

III. This new position will be eligible for benefits and the estimated cost of this position will be $28,531 for the remainder of 2023 and $114,209 for 2024. Finance plans to help offset the cost of the position through a surplus of interest revenue in the General Fund.

Estimated	**2023**	**2024**
Salary	$20,805	$83,221
FICA	$1,592	$6,366
WRS (General)	$1,415	$5,742
Worker's Comp	$44	$175
Health Insurance	$4,299	$17,197
Dental Insurance	$350	$1,402
Life Insurance	$26	$106
TOTAL COMPENSATION	**$28,531**	**$114,209**
Fiscal Impact*	**$114,209**	

c: Diana Ellenbecker, Finance Director
Linda Chosa, Assistant Finance Director

Municipality	Population	Total # of Employees	Finance Employees
Madison	269,196	3000	28
Green Bay	**107,015**	843	**6**
Kenosha	99,286	759	11
Racine	77,127	1142	19
Appleton	74,854	630	15
Waukesha	71,256	550	7
Oshkosh	66,607	568	19
Fond du Lac	44,595	380	*14

* = includes Payroll, Purchasing, and Clerks positions

JOB DESCRIPTION
City of Green Bay

Position Title:	DEPUTY TREASURER
Department:	Administrative Services Department
Reports To:	Finance Director
Status:	Exempt
Salary Range:	Pay Grade M
Job Summary:	Under administrative direction performs work of considerable difficulty in property tax collection, fixed assets and capital budget, internal controls, grant, annual borrowing, collection of delinquent accounts, cash management and City's investment portfolio. This position supervises professional and clerical staff. The Incumbent works under the general supervision of the Finance Director.
Essential Functions:	▪ Appointed as City Treasurer per state statutes. ▪ Manages investments; analyzes solvency of City depositories and credit risk of instruments owned by the City; responsible for banking relationships and products for operating accounts, enterprise funds and payroll account. Responsible for cash management, records interest and investment revenue. ▪ Responsible for City collection of first installment payments, and maintenance of records, refunds, electronic payment, temporary staff along with payments to taxing districts. ▪ Oversees or performs accounting transactions related to accounts receivables and collection of delinquent accounts. ▪ Assists Finance Director and others in coordinating the annual borrowing requirements, maintenance of debt service, schedules, payments, reviews outstanding debt obligations to ensure compliance of all continuing disclosure requirements and arbitrage laws. ▪ Oversees the financial administration of city grant program including the adherence to comprehensive grant policy, awards, expenditures, draws, and filing of grant reports with local, state, and federal agencies. ▪ Assists in formulating the debt and internal service funds annual budget, 5-year capital and operating budget document. ▪ Provides direction to and supervision of cash receipting. Assists other City departments with cash handling and financial records as needed. ▪ Compiles, analyzes, and maintains data necessary for preparation of annual 5-year Capital budget, including reviews of departmental requests to ensure accuracy. ▪ Develops and implements departmental policies and procedures to ensure appropriate financial controls city-wide are established, compliance with regulating agencies, and effective utilization of physical and financial resources. Perform internal auditing and training. ▪ Serves as the Water Utility and Green Bay Metropolitan Sewerage District Treasurer. ▪ Attends and presents financial and other information to various committees at the direction of the Finance Director. ▪ Assures that customer complaints are handled consistent with city's strategic initiatives. ▪ Performs duties of Finance Director and finance positions in their absence.

	▪ Performs other duties as assigned.
Knowledge, Skills And Abilities	▪ Comprehensive knowledge of modern principles and practices of governmental accounting. Considerable knowledge of City operations and statutory requirements. Considerable knowledge of financial record keeping principles and techniques. Considerable knowledge of relevant policies and procedures relating to internal controls, municipal taxation, billing, and collection. Considerable knowledge of effective supervisory practices and techniques. ▪ Considerable skill in establishing and revising financial and accounting procedures. Considerable skill in preparing complex reports, budgets, and statements. Considerable skill in communicating with others on technical and financial matters. Considerable skill in planning, delegating, and directing the work of others. Considerable skill in establishing effective working relationships with others. ▪ Ability to utilize a computer and the required software. Good ability to plan, administer and evaluate government financial management programs. Ability to manage large projects. Ability to communicate effectively both orally and in writing. Ability to establish and maintain effective working relationships with staff and the public. Ability to work the required hours of the position.
Minimum Education and Experience	▪ Bachelor's degree in Accounting. ▪ Five to seven years experience in accounting or similar field, including supervisory experience. Governmental accounting experience preferred. ▪ Certified Public Accountant or Certified Public Finance Officer preferred. A combination of equivalent experience and/or education may be considered.
Physical Requirements	▪ Ability to perform the following activities: o Lifting and carrying up to 20 pounds. o Frequent standing and sitting. o Ability to focus for long period of time on projects. o Ability to reach, stoop and lift.

The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position.

_____ _____

Employee Name (Print) Date

_____

Employee Signature

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # T.4

To refer to staff the request from Ald. Chris Wery that additional revenue from increased short term rental revenue be used to partially or fully fund an inspector for these properties to deal with the unique issues they present. Focus should be on evening and weekends with parking violation, property and lawn upkeep in addition to administrative duties to relieve planning staff and free them up for their main job functions.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-06-27 Dist 8 to Personnel

From: noreply@civicplus.com
To: Celestine Jeffreys; Eric Genrich; Amaad Rivera
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Tuesday, June 27, 2023 5:00:28 PM

Alders' Petitions and Communications

Name	Chris Wery
Committee Name	Finance Committee
Text of Communication	Request that additional revenue from increased short term rental revenue be used to partially or fully fund an inspector for these properties to deal with the unique issues they present. Focus should be on evenings and weekends with parking violations, property and lawn upkeep in addition to administrative duties to relieve planning staff and free them up for their main job functions.

Email not displaying correctly? View it in your browser.

Report to the
Public Arts Commission of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Laura Schley, Staff

AGENDA ITEM # U.1

To approve the Public Art Grant Program application request of $8,823 for The Chantelles Holiday Concerts 2023 project.

BACKGROUND

The Public Art Grant Program is funded by the American Rescue Plan Act (ARPA). Funds are dedicated to artists/artist teams, creatives, makers, performers, arts organizations, and other cultural drivers to support presentations, performances, workshops, research, and/or the creation of artwork within the City of Green Bay.

Applicants are eligible to receive a one-time no-match required grant between $2,500 - $10,000. This grant may be used to fully fund a project.

The applicant, Debby Hanson, on behalf of The Chantelles, is proposing the project titled *The Chantelles Holiday Concerts 2023*. The project is focused on funding the costs associated with preparing for and producing at least two concerts and visiting at least two senior living facilities. The concerts are free to attend for the general public, with a suggested donation to the food pantry where the concerts are held. The applicant is requesting $8,823 to do this project.

RECOMMENDATION

Approve the Public Art Grant Program application request for The Chantelles Holiday Concerts 2023 project, subject to minor revisions.

FISCAL IMPACT

ATTACHMENTS

1. Public Art Grant Program Application - The Chantelles Holiday Concerts 2023
2. City of Green Bay Public Arts Grants Guidelines

Print

Public Art Grants Program - Submission #58387

Date Submitted: 7/6/2023

Artist Name*

Debby Hanson

Artist Email*

[redacted]

Project Name*

The Chantelles Holiday Concerts 2023

Choose a project name that is descriptive and will allow reviewers to quickly identify the proposal.

Request Amount*

8823.00

The minimum amount to request is $2,500. Maximum request is $10,000. The amount requested should match the total expenses listed in the Project Budget below.

Project Description*

- The Chantelles is a women's choir based in Green Bay, WI. The group specializes in singing mostly 3-part harmony and has been in existence since 1966. We are a non-profit organization that enjoys sharing our love of music with each other and with the Green Bay community.
- The Chantelles offer a wide variety of music for any occasion; from current popular hits and Broadway tunes to wonderful classics and toe-tappers. We also feature specialty numbers filled with comedy, dance, and joy.
- Our mission is to serve the Green Bay community by helping to fill the food pantries during the 2023 holiday season and singing for local senior living facilities.
- The description of our project, pertaining to this grant, is to assist with costs for our holiday season concerts. Each year, we put on at least two concerts and visit at least two senior living facilities, in the Green Bay area in December. Practices begin in September and all music is memorized.
- Our projected locations are local Green Bay churches, with pantries, and the admittance fee is food for the pantries. The general public is welcome to attend.

Describe the project and how it connects to your artistic practice. As applicable, include details about your artistic practice and vision, project location(s), intended audience, collaborators, partners, and contractors.

Project Timeline*

Our project timeline is to begin our practices, with all the members/singers, in September. We meet at least once a week to go over the selected music for the concerts. The director, assistant director and pianist choose the music and, according to the by-laws of the organization, allow the members of the group to vote on the list of songs. We start learning each song by breaking into sectionals so the three parts can learn their part of each song and then practice as a group to learn to listen to each other. As we learn the words and music, the directors schedule timelines to have the music memorized. We also have small groups, several individuals from the main group, who learn additional songs apart from the main group. In November, the small groups must perform in front of the main group and we vote on the performances we like and want in the winter programs. We also make suggestions on how to improve, to support each other in perfecting our music. In early December, we visit at least two senior living facilities, performing half of the concert at each one, to help us further perfect our music in front of an audience. Then we hold the two concerts before the holidays, in December, to help collect food for the pantries.

Describe a timeline for completing the proposed project. Consider including major project milestones that will help you measure progress.

Project Outcomes*

Our love of music and ability to share it with the Green Bay community allows us to help the hungry during the holiday season. This tangible outcome can clearly be demonstrated during and after the two December concerts. In the past, we've witnessed the Green Bay community step up and donate piles of food for those who need it. Another outcome of our concerts is the smiles on the faces of the folks at the Green Bay senior living facilities and the general public at the concerts.

Describe tangible outcomes of the project. Clearly define the deliverable end-product that will demonstrate completion of the project. For clarifications about eligible projects and project outcomes, contact City staff.

Project Budget*

Applicant: Debby Hanson of The Chantelles		Date: 07/02/23
Expenses may include artist or consultant fees, facility or equipment rental, materials, supplies, services, software, etc. required to complete the project. Total expenses should match the request amount.		
Project Expenses		**Cash Amount**
Detail:	Directors and Pianist regular salaries	$3,000
Detail:	Directors and Pianist special event salaries	$800
Detail:	Music for all songs in concert	$300
Detail:	Costume Costs for 30 women	$3,000
Detail:	Advertising Posters	$100
Detail:	Postage stamps	$63
Detail:	Website costs	$160
Detail:	Stage props	$200
Detail:	Cost for facility in which we practice	$900
Detail:	Lighting and sound technician	$150
Detail:	Concert programs	$150
Detail:		
Detail:		
Total expenses should match your request amount	**Total Expenses**	**$8,823**

Project Budget Explanation*

n/a

If the project budget exceeds $10,000 please describe the plan for paying for the expenses beyond the maximum award amount.

If there are aspects of the project budget that require explanation, describe them above. Additional budget documents can be uploaded in the Work Samples boxes in the "Supplemental Materials" section below if necessary.

Supplemental Materials

IMPORTANT:

In order to be considered for funding, an application needs to include evidence to support the grant criteria. The Arts Resume field and Area/Income Benefit field are required; the other fields are strongly recommended but may not be applicable to your submission. An application does not need to use every field below in order to be considered complete. For assistance with supplemental materials please contact City staff.

Arts Resume or Curriculum Vitae*

Debby.Hanson.docx

Include information that reflects career advancements, professional accomplishments, and training, up to 4 pages.

Debby Hanson
Green Bay, WI 54302
thechantelles@gmail.com

EDUCATION

M.S. in Organizational Behavior/Finance, June 2003 – Silver Lake College, Manitowoc, WI
B.S. in Management, June 1998 – Silver Lake College, Manitowoc, WI

WORK EXPERIENCE

Chortek, LLP

- Senior Technology Consultant, 2012-Present
  - Sage and Acumatica Business and Financial software assistance, training, and implementations for firm clients.

YWCA – Green Bay

- Finance Director, 2010-2012

LANGUAGES

English (native)

MEMBERSHIPS / AFFILIATIONS / VOLUNTEER POSITIONS

The Chantelles, Inc. –
Fundraising Chair – 2020 to present
Member and singer – 2018 - present
Oak Grove Neighborhood Association
President – 2021 to present
Board member – 2020 to present
Samaritan's Heart mission church – volunteer for ENGAGE program to serve dinner to the homeless during the summer months.

Supplemental Materials

IMPORTANT:

In order to be considered for funding, an application needs to include evidence to support the grant criteria. The Arts Resume field and Area/Income Benefit field are required; the other fields are strongly recommended but may not be applicable to your submission. An application does not need to use every field below in order to be considered complete. For assistance with supplemental materials please contact City staff.

Area Benefit and/or Income Benefit*

The project benefits.docx
Include information relating to the project's eligible area benefit and/or benefit to low-to-moderate-income individual(s).

The project's eligible area benefit to low-to-moderate-income individuals is our ability to help fill the Green Bay area pantries for the holiday season. We also have put smiles on many faces, especially at the local senior living facilities. After singing, (and after covid) we are allowed to meet the audience members. We look forward to doing this every year. As they say, a picture is worth a thousand words, so we're hoping the following pictures can help to tell our tale.....

The Chantelles list of senior living communities and food pantries

PANTRIES:

- KROC CENTER GREEN BAY - SALVATION ARMY FOOD PANTRY
- PRESBYTERIAN PANTRY OF GREEN BAY
- CHRISTIAN OUTREACH PANTRY – DE EPRE
- NEW HOPE CHURCH FOOD PANTRY – GREEN BAY
- KINGDOM COME FOOD PANTRY – OCONTO FALLS

SENIOR LIVING COMMUNITIES IN WHICH WE HAVE PERFORMED AND VISITED:

- OAK PARK PLACE SENIOR LIVING COMMUNITIES – GREEN BAY
- WOODSIDE SENIOR COMMUNITIES – GREEN BAY
- RENAISSANCE ASSISTED LIVING – DE PERE
- MORAINE RIDGE SENIOR LIVING – GREEN BAY
- NEW PERSPECTIVE SENIOR LIVING - HOWARD
- FORT HOWARD APARTMENTS – GREEN BAY
- BISHOPS COURT – GREEN BAY
- BADGERS TERRACE APARTMENTS – GREEN BAY
- ODD FELLOWS REBEKAH NURSING HOME – GREEN BAY
- BORNEMANN NURSING HOME – GREEN BAY
- ALPHA SENIOR CONCEPTS – HOWARD

***Please note that because of Covid, our visits to senior living communities were stopped, but last year we were pleased that we were able to start singing for them again. This past May, we were able to visit Oak Park Place and Woodside senior living communities and enjoyed every minute of it!

Supplemental Materials

IMPORTANT:

In order to be considered for funding, an application needs to include evidence to support the grant criteria. The Arts Resume field and Area/Income Benefit field are required; the other fields are strongly recommended but may not be applicable to your submission. An application does not need to use every field below in order to be considered complete. For assistance with supplemental materials please contact City staff.

Artist Website

https://www.thechantelles.org/

Artist Social Media

https://www.facebook.com/chantellesgreenbay

CITY OF GREEN BAY
PUBLIC ART GRANTS PROGRAM

To enhance and contribute to Green Bay's unique arts and culture sector.

CITY OF GREEN BAY
www.greenbaywi.gov/pac
920-448-3400

ABOUT THE GREEN BAY PUBLIC ARTS COMMISSION (GBPAC)

The Green Bay Public Arts Commission (GBPAC) focuses on the creation and preservation of public art within Green Bay, and ensuring equal access for all to enjoy and engage with public art. The GBPAC exists to fund artistic activities and support cultural programs that integrate and advance arts and culture as an essential part of life in Green Bay. The GBPAC is a five-member commission appointed by the Mayor to advise the City on matters of arts and culture.

Public art is any art form that is readily available for the public and is unimpeded by barrier or entry. Public art includes work on both public and/or private property and can be permanent or temporary.

PUBLIC ART GRANT PROGRAM DESCRIPTION

The Public Art Grant Program provides funds to artists/artist teams, creatives, makers, performers, arts organizations and other cultural drivers, to enhance and increase arts and culture and public art opportunities within the city of Green Bay. Funded by the American Rescue Plan Act (ARPA), funds are dedicated to support presentations, performances, workshops, research, and/or creation of artwork within the City of Green Bay. The program strives to encourage artistic engagement, spur economic vibrancy, and revitalize Green Bay through the arts.

Applicants are eligible to receive a one-time grant between $2,500 - $10,000. This grant may be used to fully fund a project. No match is required. Funds cannot be used to retroactively fund completed projects or portions of projects, but can be used for ongoing projects.

Professional artists of all disciplines, arts organizations and other cultural drivers are encouraged to apply.

APPLICATION DEADLINE

Applications will be received on a rolling basis until all Art Grant funds have been expended. Applicants interested in applying for funds should anticipate applying for funds roughly two months prior to when funds are needed. Completed applications will be reviewed monthly during the Public Arts Commission meeting typically held on the fourth Wednesday of the month. Applicants interested in having their application reviewed must have all materials submitted at the latest by **5:00PM (CT) the second Friday of the month**. Applications received

after the second Friday of the month will be held for review until the next month. Applications must be submitted electronically via the City's online form.
For technical assistance, email laura.schley@greenbaywi.gov. Or call 920.448.3142.

REVIEW CRITERIA

Proposals will be evaluated based on three criteria: **1**) artistic excellence, **2**) artistic merit, and **3**) project feasibility. Evidence to support the criteria will come from the narrative responses and submitted supplemental materials.

1. The artistic excellence of the project includes the:
   - Professionalism of the artist/cultural organization/lead project creative, quality of the artwork or services that the project will involve, as appropriate to the project
   - Evidence includes digital work samples, arts resumes, artist/cultural organization websites, or social media

2. The artistic merit of the project includes the:
   - Connection of the project to the artistic practice of the applicant
   - Potential for the project to reach new audiences and expose them to new artistic opportunities
   - Evidence includes digital work samples, arts resumes, letters of support, artist/cultural organization websites, or social media

3. The measures of project feasibility include:
   - Ability to carry out the project based on the appropriateness of the budget, the proposed timeline, the quality and clarity of the project activities and goals, the resources and partners involved, and the qualifications of the project's personnel.
   - Evidence of project feasibility includes a budget, project timeline, letters of support or agreement with partner artists & organizations, or project plans.

REVIEW PROCESS

Submissions are first reviewed by staff. Staff confirms applicant eligibility, basic compliance with grant criteria, and completeness of applications before sending them to the Arts Commission for review. Ineligible or incomplete applications will not be reviewed by the Arts Commission.

AWARD AMOUNTS

Award amounts range from $2,500 to $10,000. Awards will be paid in two disbursements: half upon signing of grant agreement and half upon approval of final report. No match is required. A project can be fully-funded with the award.

ELIGIBLE APPLICANTS

- Wisconsin residents.
- At least 18 years of age
- Applicant must obtain a TIN/UEI number to receive funds
- Groups of artists, or artist collectives, represented by an individual meeting the residency criteria above. Group applicants are eligible for only one award. Each artist within the group must consent to be part of the application; however, only one person/organization must act as the lead applicant. Note: any tax implications for a group application will fall on the lead applicant.

CONTACTS AND ACCESSIBILITY

For questions or concerns about the application process or technical assistance, contact City staff: Laura Schley, laura.schley@greenbaywi.gov.

ELIGIBLE PROJECTS

Qualified artists/organizations across disciplines are eligible to apply for support to carry out specific projects and activities. Eligible projects must take place within eligible census tracts and/or benefit low-to moderate income individual(s). Eligible census tract map can be accessed here. Contact staff for details on low-to-moderate income qualifications. Grantees will demonstrate tangible results of work undertaken and be able to provide proof of area benefit and/or low-to-moderate income individual(s) benefit. Proof may include but is not limited to; map of project location, artist tax return, audience data, survey results, etc.

For questions or concerns about providing proof of eligibility, contact City staff: Laura Schley, laura.schley@greenbaywi.gov.

Examples of the types of projects applicants of varying discipline might pursue with the support of this grant include, but are not limited to:

- *Teaching artists/organizations*: curricula, digital learning modules, workshops, resource development
- *Visual artists/organizations:* sculptures, paintings, studies, installations
- *Literary artists/organizations:* manuscripts, proposals, drafts, research reports
- *Performance artists/organizations:* performances, tours, events, video or audio recordings
- *Folk and traditional artists/organizations:* textiles, instruments, beading, dolls, exhibitions, workshops
- *Media artists/organizations:* films, scripts, interviews

INELIGIBLE PROJECTS

- Previously completed projects (though clearly defined, and demonstrable portions of ongoing projects can be eligible)
- Projects taking place outside of the city of Green Bay
- Projects that do not take place within eligible locations and/or do not benefit low-to-moderate income individual(s)
- Rent or food assistance, or any type of artist relief to alleviate hardship without undertaking work
- Honorifics or recognition awards based on the past work without plan to undertake work during the award period

APPLICATION MATERIALS – to be made available on the City's online Form Center

PROJECT NAME*
Choose a project name that is descriptive and will allow reviewers to quickly identify the proposal.
Character Limit: 100

ELIGIBILITY*
Refer to the eligibility requirements listed above. For questions about eligibility, email laura.schley@greenbaywi.gov.
Choices:
I am eligible to apply and can provide the necessary eligibility documents if requested.

REQUEST AMOUNT*
The minimum amount to request is $2,500. Maximum request is $10,000. The amount requested should match the total expenses listed in the Project Budget below.
Character Limit: 20

PROJECT DESCRIPTION*
Describe the project and how it connects to your artistic practice. As applicable, include details about your artistic practice and vision, project location(s), intended audience, collaborators, partners, and contractors.
Character Limit: 3000

PROJECT TIMELINE*
Describe a timeline for completing the proposed project. Consider including major project milestones that will help you measure progress. Reminder: successful applicants must provide a status update to City staff by November 1, 2023 and projects must be completed by December 31, 2023.
Character Limit: 3000

PROJECT OUTCOMES*
Describe tangible outcomes of the project. Clearly define the deliverable end-product that will demonstrate completion of the project. For clarifications about eligible projects and project outcomes, contact City staff.

In the final report, grantees will be required to provide documentation of work completed during the award period from August 1, 2023 to December 31,2023. Consider this timeframe when planning a project.
Character Limit: 3000

PROJECT BUDGET*
Click **HERE** to download the Project Budget Worksheet. Fill out, save, and upload the budget. Please use file types: .xls, .xlsx, or PDF.

A detailed Project Budget is an important piece of evidence for the feasibility of the project..
File Size Limit: 5MB

PROJECT BUDGET EXPLANATION*
If the project budget exceeds $10,000 please describe the plan for paying for the expenses beyond the maximum award amount. If there are aspects of the project budget that require explanation, describe them below. Additional budget documents can be uploaded in the Work Samples boxes in the "Supplemental Materials" section below if necessary. *Character Limit: 750*

SUPPLEMENTAL MATERIALS

IMPORTANT:

In order to be considered for funding, an application needs to include evidence to support the grant criteria. The arts resume and area/income benefit field is required; the other fields are *strongly recommended* but may not be applicable to your submission. An application *does not need* to use every field below in order to be considered complete. For assistance with supplemental materials please contact City staff.

ARTS RESUME OR CV*

Include information that reflects career advancements, professional accomplishments, and training, up to 4 pages.
File Size Limit: 5MB

AREA BENEFIT AND/OR INCOME BENEFIT*

Include information relating to the projects eligible area benefit and/or benefit to low-to moderate-income individual(s).
File Size: 10MB

LETTER(S) OF SUPPORT

If applicable, upload letter(s) of support from partners, collaborators, mentors, etc.
File Size Limit: 10MB

WORK SAMPLE #1

Depending on artistic discipline, work samples might include images, PDFs, video or audio clips, curricula, learning modules, press articles, or marketing materials. Additional work sample upload boxes are available below. For technical support or assistance on work samples please contact City staff.
File Size Limit: 25MB

WORK SAMPLE #2

File Size Limit: 25MB

WORK SAMPLE #3

File Size Limit: 25MB

ARTIST WEBSITE

Character Limit: 2000

ARTIST SOCIAL MEDIA

Character Limit: 2000

ARTIST SOCIAL MEDIA

Character Limit: 2000

ONLINE PORTFOLIO

Character Limit: 2000

ADDITIONAL URL

Character Limit: 2000

Report to the
Public Arts Commission of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Laura Schley, Staff

AGENDA ITEM # U.2

To approve the Public Art Grant Program application request of $10,000 for Crossing the Digital Bridge in Art Making project.

BACKGROUND

The Public Art Grant Program is funded by the American Rescue Plan Act (ARPA). Funds are dedicated to artists/artist teams, creatives, makers, performers, arts organizations, and other cultural drivers to support presentations, performances, workshops, research, and/or the creation of artwork within the City of Green Bay.

Applicants are eligible to receive a one-time no-match required grant between $2,500 - $10,000. This grant may be used to fully fund a project.

The applicant, Weeya Michelle Calif, is proposing the project titled *Crossing the Digital Bridge in Art Making*. The project is focused on the development and expansion of a mobile digital art class to be provided at several local organizations, including but not limited to, The Art Garage and Boys & Girls Club. The classes are proposed to accommodate up to 10 students and can range from young people to adults.
The applicant is requesting $10,000 to do this project.

RECOMMENDATION

Approve the Public Art Grant Program application request for Crossing the Digital Bridge in Art Making project, subject to minor revisions.

FISCAL IMPACT

ATTACHMENTS

1. Public Art Grant Application - Crossing the Digital Bridge
2. City of Green Bay Public Arts Grants Guidelines

Print

Public Art Grants Program - Submission #58333

Date Submitted: 7/4/2023

Artist Name*

Weeya Michelle Calif

Artist Email*

[redacted]

Project Name*

Crossing the Digital Bridge in Art Making

Choose a project name that is descriptive and will allow reviewers to quickly identify the proposal.

Request Amount*

$10,000

The minimum amount to request is $2,500. Maximum request is $10,000. The amount requested should match the total expenses listed in the Project Budget below.

Project Description*

Being a traditional artist my entire life, I took a huge step during COVID and decided to experiment with digital art using the iPad and the app Procreate. I loved it so much, I worked with my school district to develop the curriculum and equipment purchase to start a digital art program for our 6th grade students.

I wish to develop a mobile digital art class where I will travel to different organizations and offer digital art making classes. Each class will host 10 students and we will use chromebooks and iPads to create digital art. I will work with local organizations like Art Garage, Woodland Indian Art, Inc., Oneida Nation Art Program, Boys and Girls Clubs and other organizations that offer art classes. The classes will comprise of different courses students can take to learn the ins and outs of digital art. The students will use the chromebooks to access the tutorials I make for each course and follow along on the iPad. This ensures to meet the different learning levels of each student. They can work at their own pace. I will facilitate the class and offer assistance during each class. The students will create 3 to 5 digital works and will choose their favorite to print. I will pay for the print. Each student will also have all their digital work emailed to them to print at their own leisure. I hope to teach these classes throughout the year and during the summer months.

My hope is to hold these classes all over the Green Bay area. The classes can range from youth to adults. I hope to work along with other organizations to host these classes.

Describe the project and how it connects to your artistic practice. As applicable, include details about your artistic practice and vision, project location(s), intended audience, collaborators, partners, and contractors.

Project Timeline*

I would like to begin developing this project, if approved as soon as possible to begin teaching classes in the fall (October) through December. Though the project would need to be completed by December 31, I would extend my classes to the summer of 2024. If all goes well, it is my hope to continue offering these classes on an annual basis.

Describe a timeline for completing the proposed project. Consider including major project milestones that will help you measure progress.

Project Outcomes*

Though the overall outcome will be digital art work, I would like to achieve digital art skills for the students (artist and non-artist) in our area to help forge a creative process. It is my hope the classes offered will motivate the student to continue to make art. These classes will also develop a relationship between the student and the organizations I will be working with. They will feel more at ease taking future courses with the organizations and patronizing other organizations they may not have thought of previously.

Describe tangible outcomes of the project. Clearly define the deliverable end-product that will demonstrate completion of the project. For clarifications about eligible projects and project outcomes, contact City staff.

Project Budget*

Applicant: Weeya Michelle Calif		**Date: 05/02/23**
Expenses may include artist or consultant fees, facility or equipment rental, materials, supplies, services, software, etc. required to complete the project. Total expenses should match the request amount.		
Project Expenses		**Cash Amount**
Detail:	*(Type a description of the expense here. Example: Videographer.)*	
Detail:	iPads (10) $449 each https://www.apple.com/shop/buy-ipad/ipad	$4,490
Detail:	iPad Covers (10) $79 each https://www.apple.com/shop/product/MQDT3ZM/A/smart-folio-for-ipad-10th-generation-watermelon?fnode=17c029dfeea21f49f6324ccbfee6e91a5b33d27883f0f47f1981301fab85c3c1be0934e08c80f5311f90d797dfbeaeb1632c8379ebd8a26d3917b5f5960ed52147859766e3e455983e789e35e7872945cd9828f4f32feb4e61b573c391132852	$790
Detail:	Stylus (10) $19 each https://www.amazon.com/dp/B0B39DHWWC?ref=ppx_yo2ov_dt_b_product_details&th=1	$190
Detail:	Chromebooks (10) $249 each unless onsale at time of purchase. https://www.bestbuy.com/site/acer-chromebook-spin-311-11-6-2-in-1-touch-screen-laptop-mediatek-kompanio-500-mt8183c-4gb-lpddr4x-64gb-emmc-pure-silver/6529398.p?skuId=6529398	$2,490
Detail:	Earbuds (100) $56 https://www.amazon.com/Wholesale-Headphones-Earphones-Classroom-Students/dp/B08KCSWQY4/ref=sr_1_5?crid=XTM9QRR1CKZD&keywords=multiple%2Bpack%2Bearbuds%2Bblack%2B100%2Bfor%2B45&qid=1682099589&sprefix=multiple%2Bpack%2Bearbuds%2Bblack%2B100%2Bfor%2B45%2Caps%2C126&sr=8-5&ufe=app_do%3Aamzn1.fos.18630bbb-fcbb-42f8-9767-857e17e03685&th=1	$56
Detail:	Printing Expense (estimated)	$100
Detail:	iPad Screen Protectors (10) $14 each https://www.amazon.com/Compatible-Generation-Healing-Shield-ScreenProtector/dp/B0BTCW9RS3/ref=sr_1_1_sspa?crid=F83ZIED4NJ2C&keywords=Klearlook+Maximized+Clarity+Matte+Screen+Protector+Compatible+for+ipad+10th+generation&qid=1682099904&sprefix=klearlook+maximized+clarity+matte+screen+protector+compatible+for+ipad+10th+generation%2Caps%2C109&sr=8-1-spons&psc=1&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEzMUVIQ0pXTEVGUUcmZW5jcnlwdGVkSWQ9QTAzMTk1MDdGOUlaU0U2VVdYT0smZW5jcnlwdGVkQWRJZD1BMDkwMjQ4NDFDTlYyTjJVN0ZEMzYmd2lkZ2V0TmFtZT1zcF9hdGYmYWN0aW9uPWNsaWNrUmVkaXJlY3QmZG9Ob3RMb2dDbGljaz10cnVl	$140
Detail:	Student Stipend or Scholarship where needed	$1,744
Total expenses should match your request amount	**Total Expenses**	**$10,000**

Project Budget Explanation*

iPads - will be used for the students to create their digital designs.
iPad Covers - the iPads will be housed in individual covers to protect the device.
Stylus - the student will use this device to draw on the iPad.
Chromebook - the student will use the chromebook to follow along with tutorials. This method is beneficial to all learning levels and skills.
Earbuds - will be necessary to listen to the tutorials.
Printing Expense - though the student will have their artwork emailed to them, they will receive a professional print of one of their chosen designs.
iPad Screen Protector - used to protect the glass screen of the iPad.

If the project budget exceeds $10,000 please describe the plan for paying for the expenses beyond the maximum award amount.

If there are aspects of the project budget that require explanation, describe them above. Additional budget documents can be uploaded in the Work Samples boxes in the "Supplemental Materials" section below if necessary.

Supplemental Materials

IMPORTANT:

In order to be considered for funding, an application needs to include evidence to support the grant criteria. The Arts Resume field and Area/Income Benefit field are required; the other fields are strongly recommended but may not be applicable to your submission. An application does not need to use every field below in order to be considered complete. For assistance with supplemental materials please contact City staff.

Arts Resume or Curriculum Vitae*

2023Resume-Weeya.pdf

Include information that reflects career advancements, professional accomplishments, and training, up to 4 pages.

Weeya Michelle Calif (Smith)

Objective To nurture, educate, and embrace the future leaders of our world through art.

Experience

2000 - Present
Professional Artist **www.weeyacalif.com**

- paintings in professional shows
- First Native American artist in Capital One's Art Gallery
- artist for The National Congress of American Indians Conf.
- artwork sold through professional websites, stores, etc.
- mural artist for homes and businesses
- designed covers for three books
- published two coloring books
- professional storyteller

2019 - 2022 **WIA, Inc.**
Technology Administrator
- update Facebook periodically throughout the week
- update Twitter throughout the week
- create and send out newsletters monthly
- manage and update web page where appropriate
- develop standard operating procedures for all technologies
- create online forms for woodland show
- liaison between artist and show regarding online presence

2014 - Present
Art Teacher **Unified School District of DePere**
- write & implement curriculum for 5th & 6th grade art
- work with students to submit art to shows
- sponsor for afterschool Art Club
- create and maintain online classroom
- create and maintain classroom website
- developed & created digital art class for the 6th grade

2006 - 2014
Technology Training Specialist **Unified School District of DePere**
- collaborated with the technology teams/educators to pilot software/ hardware
- provided training in new technologies
- developed and maintained the High School website
- mentored Native American students

2005 – 2006 **Oneida Nation of Wisconsin**
Art Specialist
- program development of the art program & Native cultural classes
- budgeting, fundraising and purchasing
- recruiting and working with Oneida Community Resources

2003 – 2005
Technology & Art Educator/Tech Facilitator **Lutheran High School**
- developed a new art program for high school
- wired & networked school for Internet & grading system
- developed technology plan for the school
- fundraising
- designed & maintained school website
- taught grades 9th – 12th art and computer skills
- trained teachers in software and technology
- developed & instructed computer tech classes

Education

2004 – 2005
Southeastern LA University GPA 3.8
Masters in Educational Leadership, Supervision & Technology

1995 - 2000
Southeastern LA University GPA 3.1
B. A. of Arts Education

Items of Interest

2016 - First Native American Artist to have a single art showing at the Capital One Gallery in D.C.
2016 - Published "Coloring Our Traditions: A Native American Themed Coloring Book"
2016 - 2020 Work on display and sold at Turtle Island Gifts
2017- Winning artist for the National Congress of American Indians Conference
2017 - Commissioned to create art for the 2017 Tribal Self Governance Conference
2017 - Painting "Smoke Dancers" hangs at the Alabama Indian Affairs Commission
2018 - One of Two artist shown in Minneapolis
2019 - Designed a cover for three Native American written published books.
2020 - Painting "Disc Rattlesnake" hangs at the Oakville Mound
2020 - Awarded a grant and started a digital art program for Foxview Intermediate School
2021 - Awarded a Dollars for Art Grant and for digital art classes in the Oneida community
2022 - Social Media Specialist for NATOW
2022 - Awarded Teacher of Distinction for Green Bay, Wisconsin
2022 - Awarded the Golden Apple Award
2022 - Published "Coloring For Fun" coloring book
2016 - Present Tribal Tech Specialist for the Echota Cherokee Tribe of Alabama
2000 - Present Work is on display and sold at Chief Oshkosh
2021 - Awarded a Dollars for Art Grant
2022 - Social Media Specialist for NATOW
- Published "Coloring Fun: Drawings from original paintings by Weeya Calif"
- Awarded Teacher of Distinction for Green Bay, Wisconsin
- Rahr West Museum - Stolen Sisters Exhibition
- Eiteljorg Museum - Indian Market & Festival
- The Miller Museum - 47th Juried Annual Exhibition
- Awarded The Golden Apple Award
- Artist Spotlighted for the Oneida Nation Arts Program
- The Miller Museum Art Exhibit
- The Art Garage - "2022 Year in Review" art exhibit
- Sage Gallery - "Art As Resistance" art exhibit

2023 - Solo artist at the Pablo Museum
- Awarded grant from The Unified School District of De Pere

Area Benefit and/or Income Benefit*

Area Benefit Income Benefit.pdf

Include information relating to the project's eligible area benefit and/or benefit to low-to-moderate-income individual(s).

Digital art will reach the different income levels of the students in our area. I will travel and bring my digital art kit to organizations that reach out to low-income families as well as others.

Each class will host 10 students and we will use Chromebooks and iPads to create digital art. This will ensure a good teaching ratio for the class and there will be more one-to-one engagement with each student.

The classes will comprise of different courses students can take to learn the ins and outs of digital art. The students will use the Chromebooks to access the tutorials I make for each course and follow along on the iPad. This ensures to meet the different learning levels of each student. They can work at their own pace. This will also free me to assist students where needed.

This will be a great foundation for each student. My hope is to encourage them to embrace digital art and develop foundational skills for them to move forward in trying other avenues of art and possibly moving into an art career.

By having my classes in the local area organizations, this will bring not only income to the organizations, but also an opportunity for the organizations to have students continue to return to them for other classes. By doing so, this brings in income for the organizations.

I plan to reach out to Art Garage and the Boys & Girls Club to offer the digital art classes. Because the Art Garage would charge students, I will have money set aside for a student stipend so that any child, despite their monetary situation could be in the class. Working with the Boys & Girls Club, the classes would be free to the students. It is my hope to reach as many underprivileged students as possible and provide them with free classes. They will also have their work printed. Though initially I would focus in the Green Bay area, in the future, I would like to extend these classes to libraries around the area, other organizations geared towards art and work with the Oneida Nations Art Program as they have many underprivileged children.

I have worked with the Oneida Arts Program and Woodland Indian Art, Inc. in the past and developed my courses for ages 10 to adults.

The art classes will benefit not only the students, but the organizations as well.

Work Samples

Depending on artistic discipline, work samples might include images, PDFs, video or audio clips, curricula, learning modules, press articles, or marketing materials. Additional work sample upload boxes are available below. For technical support or assistance on work samples please contact City staff.

Work Sample #1

Work Sample #2

Work Sample #3

Artist Website

https://www.weeyacalif.com/#/

Additional URL

https://twitter.com/WeeyasArtClass

Additional URL

https://www.msweeyasartclass.com/

CITY OF GREEN BAY
PUBLIC ART GRANTS PROGRAM

To enhance and contribute to Green Bay's unique arts and culture sector.

CITY OF GREEN BAY
www.greenbaywi.gov/pac
920-448-3400

ABOUT THE GREEN BAY PUBLIC ARTS COMMISSION (GBPAC)

The Green Bay Public Arts Commission (GBPAC) focuses on the creation and preservation of public art within Green Bay, and ensuring equal access for all to enjoy and engage with public art. The GBPAC exists to fund artistic activities and support cultural programs that integrate and advance arts and culture as an essential part of life in Green Bay. The GBPAC is a five-member commission appointed by the Mayor to advise the City on matters of arts and culture.

Public art is any art form that is readily available for the public and is unimpeded by barrier or entry. Public art includes work on both public and/or private property and can be permanent or temporary.

PUBLIC ART GRANT PROGRAM DESCRIPTION

The Public Art Grant Program provides funds to artists/artist teams, creatives, makers, performers, arts organizations and other cultural drivers, to enhance and increase arts and culture and public art opportunities within the city of Green Bay. Funded by the American Rescue Plan Act (ARPA), funds are dedicated to support presentations, performances, workshops, research, and/or creation of artwork within the City of Green Bay. The program strives to encourage artistic engagement, spur economic vibrancy, and revitalize Green Bay through the arts.

Applicants are eligible to receive a one-time grant between $2,500 - $10,000. This grant may be used to fully fund a project. No match is required. Funds cannot be used to retroactively fund completed projects or portions of projects, but can be used for ongoing projects.

Professional artists of all disciplines, arts organizations and other cultural drivers are encouraged to apply.

APPLICATION DEADLINE

Applications will be received on a rolling basis until all Art Grant funds have been expended. Applicants interested in applying for funds should anticipate applying for funds roughly two months prior to when funds are needed. Completed applications will be reviewed monthly during the Public Arts Commission meeting typically held on the fourth Wednesday of the month. Applicants interested in having their application reviewed must have all materials submitted at the latest by **5:00PM (CT) the second Friday of the month**. Applications received

after the second Friday of the month will be held for review until the next month. Applications must be submitted electronically via the City's online form.
For technical assistance, email laura.schley@greenbaywi.gov. Or call 920.448.3142.

REVIEW CRITERIA

Proposals will be evaluated based on three criteria: **1**) artistic excellence, **2**) artistic merit, and **3**) project feasibility. Evidence to support the criteria will come from the narrative responses and submitted supplemental materials.

1. The artistic excellence of the project includes the:
   - Professionalism of the artist/cultural organization/lead project creative, quality of the artwork or services that the project will involve, as appropriate to the project
   - Evidence includes digital work samples, arts resumes, artist/cultural organization websites, or social media

2. The artistic merit of the project includes the:
   - Connection of the project to the artistic practice of the applicant
   - Potential for the project to reach new audiences and expose them to new artistic opportunities
   - Evidence includes digital work samples, arts resumes, letters of support, artist/cultural organization websites, or social media

3. The measures of project feasibility include:
   - Ability to carry out the project based on the appropriateness of the budget, the proposed timeline, the quality and clarity of the project activities and goals, the resources and partners involved, and the qualifications of the project's personnel.
   - Evidence of project feasibility includes a budget, project timeline, letters of support or agreement with partner artists & organizations, or project plans.

REVIEW PROCESS

Submissions are first reviewed by staff. Staff confirms applicant eligibility, basic compliance with grant criteria, and completeness of applications before sending them to the Arts Commission for review. Ineligible or incomplete applications will not be reviewed by the Arts Commission.

AWARD AMOUNTS

Award amounts range from $2,500 to $10,000. Awards will be paid in two disbursements: half upon signing of grant agreement and half upon approval of final report. No match is required. A project can be fully-funded with the award.

ELIGIBLE APPLICANTS

- Wisconsin residents.
- At least 18 years of age
- Applicant must obtain a TIN/UEI number to receive funds
- Groups of artists, or artist collectives, represented by an individual meeting the residency criteria above. Group applicants are eligible for only one award. Each artist within the group must consent to be part of the application; however, only one person/organization must act as the lead applicant. Note: any tax implications for a group application will fall on the lead applicant.

CONTACTS AND ACCESSIBILITY

For questions or concerns about the application process or technical assistance, contact City staff: Laura Schley, laura.schley@greenbaywi.gov.

ELIGIBLE PROJECTS

Qualified artists/organizations across disciplines are eligible to apply for support to carry out specific projects and activities. Eligible projects must take place within eligible census tracts and/or benefit low-to moderate income individual(s). Eligible census tract map can be accessed here. Contact staff for details on low-to-moderate income qualifications. Grantees will demonstrate tangible results of work undertaken and be able to provide proof of area benefit and/or low-to-moderate income individual(s) benefit. Proof may include but is not limited to; map of project location, artist tax return, audience data, survey results, etc.

For questions or concerns about providing proof of eligibility, contact City staff: Laura Schley, laura.schley@greenbaywi.gov.

Examples of the types of projects applicants of varying discipline might pursue with the support of this grant include, but are not limited to:

- *Teaching artists/organizations*: curricula, digital learning modules, workshops, resource development
- *Visual artists/organizations:* sculptures, paintings, studies, installations
- *Literary artists/organizations:* manuscripts, proposals, drafts, research reports
- *Performance artists/organizations:* performances, tours, events, video or audio recordings
- *Folk and traditional artists/organizations:* textiles, instruments, beading, dolls, exhibitions, workshops
- *Media artists/organizations:* films, scripts, interviews

INELIGIBLE PROJECTS

- Previously completed projects (though clearly defined, and demonstrable portions of ongoing projects can be eligible)
- Projects taking place outside of the city of Green Bay
- Projects that do not take place within eligible locations and/or do not benefit low-to-moderate income individual(s)
- Rent or food assistance, or any type of artist relief to alleviate hardship without undertaking work
- Honorifics or recognition awards based on the past work without plan to undertake work during the award period

APPLICATION MATERIALS – to be made available on the City's online Form Center

PROJECT NAME*
Choose a project name that is descriptive and will allow reviewers to quickly identify the proposal.
Character Limit: 100

ELIGIBILITY*
Refer to the eligibility requirements listed above. For questions about eligibility, email laura.schley@greenbaywi.gov.
Choices:
I am eligible to apply and can provide the necessary eligibility documents if requested.

REQUEST AMOUNT*
The minimum amount to request is $2,500. Maximum request is $10,000. The amount requested should match the total expenses listed in the Project Budget below.
Character Limit: 20

PROJECT DESCRIPTION*
Describe the project and how it connects to your artistic practice. As applicable, include details about your artistic practice and vision, project location(s), intended audience, collaborators, partners, and contractors.
Character Limit: 3000

PROJECT TIMELINE*
Describe a timeline for completing the proposed project. Consider including major project milestones that will help you measure progress. Reminder: successful applicants must provide a status update to City staff by November 1, 2023 and projects must be completed by December 31, 2023.
Character Limit: 3000

PROJECT OUTCOMES*
Describe tangible outcomes of the project. Clearly define the deliverable end-product that will demonstrate completion of the project. For clarifications about eligible projects and project outcomes, contact City staff.

In the final report, grantees will be required to provide documentation of work completed during the award period from August 1, 2023 to December 31,2023. Consider this timeframe when planning a project.
Character Limit: 3000

PROJECT BUDGET*
Click **HERE** to download the Project Budget Worksheet. Fill out, save, and upload the budget. Please use file types: .xls, .xlsx, or PDF.

A detailed Project Budget is an important piece of evidence for the feasibility of the project..
File Size Limit: 5MB

PROJECT BUDGET EXPLANATION*
If the project budget exceeds $10,000 please describe the plan for paying for the expenses beyond the maximum award amount. If there are aspects of the project budget that require explanation, describe them below. Additional budget documents can be uploaded in the Work Samples boxes in the "Supplemental Materials" section below if necessary. *Character Limit: 750*

SUPPLEMENTAL MATERIALS

IMPORTANT:

In order to be considered for funding, an application needs to include evidence to support the grant criteria. The arts resume and area/income benefit field is required; the other fields are *strongly recommended* but may not be applicable to your submission. An application *does not need* to use every field below in order to be considered complete. For assistance with supplemental materials please contact City staff.

ARTS RESUME OR CV*

Include information that reflects career advancements, professional accomplishments, and training, up to 4 pages.
File Size Limit: 5MB

AREA BENEFIT AND/OR INCOME BENEFIT*

Include information relating to the projects eligible area benefit and/or benefit to low-to moderate-income individual(s).
File Size: 10MB

LETTER(S) OF SUPPORT

If applicable, upload letter(s) of support from partners, collaborators, mentors, etc.
File Size Limit: 10MB

WORK SAMPLE #1

Depending on artistic discipline, work samples might include images, PDFs, video or audio clips, curricula, learning modules, press articles, or marketing materials. Additional work sample upload boxes are available below. For technical support or assistance on work samples please contact City staff.
File Size Limit: 25MB

WORK SAMPLE #2

File Size Limit: 25MB

WORK SAMPLE #3

File Size Limit: 25MB

ARTIST WEBSITE

Character Limit: 2000

ARTIST SOCIAL MEDIA

Character Limit: 2000

ARTIST SOCIAL MEDIA

Character Limit: 2000

ONLINE PORTFOLIO

Character Limit: 2000

ADDITIONAL URL

Character Limit: 2000

Report to the
Public Arts Commission of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Laura Schley, Staff

AGENDA ITEM # U.3

To approve the Public Art Grant Program application request of $2,500 for the We Will Be Seen mural restoration project.

BACKGROUND

The Public Art Grant Program is funded by the American Rescue Plan Act (ARPA). Funds are dedicated to artists/artist teams, creatives, makers, performers, arts organizations, and other cultural drivers to support presentations, performances, workshops, research, and/or the creation of artwork within the City of Green Bay.

Applicants are eligible to receive a one-time no-match required grant between $2,500 - $10,000. This grant may be used to fully fund a project.

The applicant, Loschue Lo, is proposing the "*We Will Be Seen* mural restoration" project. The project is focused on funding the materials and the artist's time to restore failing portions of the *We Will Be Seen* mural located on Napalese Lounge at 1351 Cedar Street. Napalese Lounge received a City of Green Bay Facade Grant in 2021 to fund the creation of the *We Will Be Seen* mural and several other exterior improvements. The applicant is requesting $2,500 to do this project.

RECOMMENDATION

Approve the Public Art Grant Program application request for the *We Will Be Seen* mural restoration project, subject to minor revisions.

FISCAL IMPACT

ATTACHMENTS

1. Public Art Grant Program Application - We Will Be Seen Mural Restoration
2. City of Green Bay Public Arts Grants Guidelines

Print

Public Art Grants Program - Submission #58609

Date Submitted: 7/13/2023

Artist Name*

Loschue Lo

Artist Email*

[redacted]

Project Name*

We Will Be Seen

Choose a project name that is descriptive and will allow reviewers to quickly identify the proposal.

Request Amount*

$2,500.00

The minimum amount to request is $2,500. Maximum request is $10,000. The amount requested should match the total expenses listed in the Project Budget below.

Project Description*

During the summer of 2021 the Napalese Lounge received a City of Green Bay Façade Grant and hired the artist, Loschue Lo, to install a 12 X 24 ft "We Will Be Seen" public art mural on the exterior of the Napalese Lounge. At the time, to protect the mural from vandalism an anti-graffiti agent was applied over the mural. Since the installation, due to weather, parts of the mural have begun to peel off. The funding request is for materials, paint, artist stipend to repair the mural and to apply a clear epoxy like – spar varnish coating to preserve this now iconic mural well into the future.

Describe the project and how it connects to your artistic practice. As applicable, include details about your artistic practice and vision, project location(s), intended audience, collaborators, partners, and contractors.

Project Timeline*

Upon receipt of a public art commission grant, which we hope can be accomplished in early August 2023, it is anticipated that it will take approximately 10 weeks to do the following
- Scrape and sand down parts of mural that are peeling
- Prime exposed areas
- Repaint areas that need attention
- Apply several coats of marine spar varnish

It is anticipated that the project can be completed by no later than October 15, 2023.

Describe a timeline for completing the proposed project. Consider including major project milestones that will help you measure progress.

Project Outcomes*

The mural has become an icon of hope and pride for the LGBTQ+ community in Northeast Wisconsin and beyond will be preserved for many years to come. (see Project Explanation for more information)

Describe tangible outcomes of the project. Clearly define the deliverable end-product that will demonstrate completion of the project. For clarifications about eligible projects and project outcomes, contact City staff.

Project Budget*

Applicant:		Date:
Expenses may include artist or consultant fees, facility or equipment rental, materials, supplies, services, software, etc. required to complete the project. expenses should match the request amount.		Total
Project Expenses		**Cash Amount**
Detail:	*(Type a description of the expense here. Example: Videographer.)*	
Detail:	Tools: Paint brushes, sander, scraper, rollers, trays, drop cloths, bucke	$300
Detail:	Paint: primer, and paint for the multiple colors that need touchup	$300
Detail:	Ladder/Scaffolding	$250
Detail:	Epoxy Spar Varnish	$600
Detail:	Stipend for Artist	$1,050
Detail:		
Detail:		
Detail:		
Detail:		
Detail:		
Detail:		
Detail:		
Total expenses should match your request amount	**Total Expenses**	$2,500

A detailed Project Budget is an important piece of evidence for the feasibility of the project.

Project Budget Explanation*

The artist will be scraping and sanding the parts of the mural that have been damaged due to harsh weather, then priming and and painting the affected area, then finishing with the varnish to seal and protect the mural.

If the project budget exceeds $10,000 please describe the plan for paying for the expenses beyond the maximum award amount.

If there are aspects of the project budget that require explanation, describe them above. Additional budget documents can be uploaded in the Work Samples boxes in the "Supplemental Materials" section below if necessary.

Supplemental Materials

IMPORTANT:

In order to be considered for funding, an application needs to include evidence to support the grant criteria. The Arts Resume field and Area/Income Benefit field are required; the other fields are strongly recommended but may not be applicable to your submission. An application does not need to use every field below in order to be considered complete. For assistance with supplemental materials please contact City staff.

Arts Resume or Curriculum Vitae*

UPDATEDLoschueLoRESUME.pdf

Include information that reflects career advancements, professional accomplishments, and training, up to 4 pages.

Loschue Lo

Education

University of Wisconsin - Green Bay
Bachelor of Arts: Arts (GPA 3.1) August 2017 - December 2021

- Studio Arts emphasis, Oil Painting focus
- Other studies in: Philosophy, Human Biology: Nutrition Science

Job Experiences

Maartor USA, 1235 s kimps rd, Green Bay, WI, 54313
Warehous Associate

- Assembly, packaging, order fulfillment,
- Parcel and shipping
- Order picking
- Forklift driving

Napalese Lounge Bar and Grille, Green Bay, WI
Muralist June 2021 - August 2021

- https://www.chuelorsanart.com/portfolio
- Design and execution of mural
- Exterior painting and installation
- Community work

Napalese Lounge Bar and Grille, Green Bay, WI
Painting instructor, Guided Painting September 2021 - Present

- Teaching and guiding people how to paint
- Creating an achievable painting course for people of all skill set
- Basic color theory, mixing, and formal techniques of painting

Wally's Spot Supper Club, Green Bay, WI
Server August 2018 - July 2021

- Provided excellent service to our customers, answering phones, multi-tasking (understanding multiple orders at once: running food, bussing, bringing drinks)
- Worked efficiently with the team in a high stress environment
- Communicated effectively between hostess, bartenders, wait staff and kitchen staff
- Cleaned and organized work spaces

Mentorship Program, University of Wisconsin - Green Bay
Student Mentor, MESA Office August 2019 - December 2019

- Responsible for assigned transfer/ first year students' well-being
- Helped students get involved in campus activities
- Provided resources for the students' connection to staff/faculty members
- Shared general guidance, support, and encouragement for students

Right At Home, Appleton, WI
In-Home Caretaker February 2019 - December 2019

- Utilized general knowledge of nutrition and health
- Responsible for the health, wellness, and safety of patients
- Bathed, dressed, and fed patients
- Assisted with groceries, lawn work, and basic house cleaning

B-Alive Nutrition Center, Green Bay, WI
Cashier Associate February 2017 - April 2019

- Utilized general knowledge about supplements and nutrition
- Conducted inventory transfer between three different stores
- Operated POS system for check-out and returns
- Provided personalized customer service through phone and in-store

Home Depot, Green Bay, WI
Delivery/Parcel Associate July 2017 - November 2017

- Managed in-person, phone, and online customer orders
- Fulfill store orders for inventory
- Set up delivery dates upon custom request and communicated delivery instructions
- Coordinated damaged product returns from deliveries
- Contacted third parties to fulfill special request products for customers and store
- Provide general knowledge about all of our products

Lowe's Home Improvement, Oshkosh, WI
Customer Service Associate February 2015 - February 2017

- Greeted customers
- Answered all customers questions through phone, online, and in-person interaction
- Completed customer purchase transaction over the phone, online, and in-store
- Comprehended and enforced store policies
- Trained new employees on customer service and procedures
- Used two different computer systems at the same time
- Understood general knowledge of every store department
- Contacted customers and contractors about deliveries and shipments
- Reported opening/closing cash register till to management

Silver Star Brands, Oshkosh, WI
Call center Service Representative September 2015 - December 2015

- Achieved daily quota for in-coming calls
- Completed customer's personalized orders (spell check)
- Maintained personal confidential information
- Comprehended and utilized three different company order systems and their policies

Little Caesars Pizza, Oshkosh WI
Assistant Manager February 2012 - April 2015

- Placed orders over the phone and in person
- Handled transactions at register
- Kept work area cleaned and organized, washed dishes and machines
- Reported cash deposit to general management
- Conducted inventory count/ check-in/ and loss
- Trained new crew members on store policies and work ethics

Extra Curricular Activities
University of Wisconsin-Green Bay Fall 2018 - December 2021

- Art Agency
- Gender and Sexuality Club
- Philosophy Club
- Nutritional Science Club

B-Alive Nutrition Center February 2017 - December 2019
Weight Lifting Events at University of Wisconsin Green Bay
- Selected Associates attend this event to help give nutritional advice for athletes and students

Lowe's Home Improvement Build-n-Grow for kids February 2015 - February 2017
- Selected associates helped local parents and their kids learn and understand the safety of building homes and shelters

Lowe's Home Improvement Women's Shelter
- Selected Associates donated supplies and helped build a new fence for the Christine Ann Center, located in 206 Algoma Blvd Oshkosh, WI 54901

Lowe's Home Improvement MDA
- Selected associates met with sponsored kids for the Muscular Dystrophy Association to help donate and make money for kids to camp every summer

Lowe's Home Improvement Shelter for the Homeless
- Selected associates traveled around Wisconsin to help build new homes and shelter for the homeless

Leadership class at Oshkosh West High School Fall 2013
- Developed personal leadership styles and team work skills
- Completed 100 hours of community service
  - Participated in highway cleaning services
  - Assisted with the Zooloween Boo! event for kids Halloween in Menominee Park Zoo Oshkosh, WI

Personal Skill Set

- Adaptability to work environment
- Good work ethic
- Clean and organized
- Multi-tasking skills
- Great customer service skills
- Knowledgeable on policies and skills required
- Reliable and responsible
- Ambitious and goal oriented
- Critical and creative problem solving skills
- Professional communication and leadership skills
- Patient learner/teacher
- Empathetic personality

Area Benefit and/or Income Benefit*

MuralRestoration .pdf

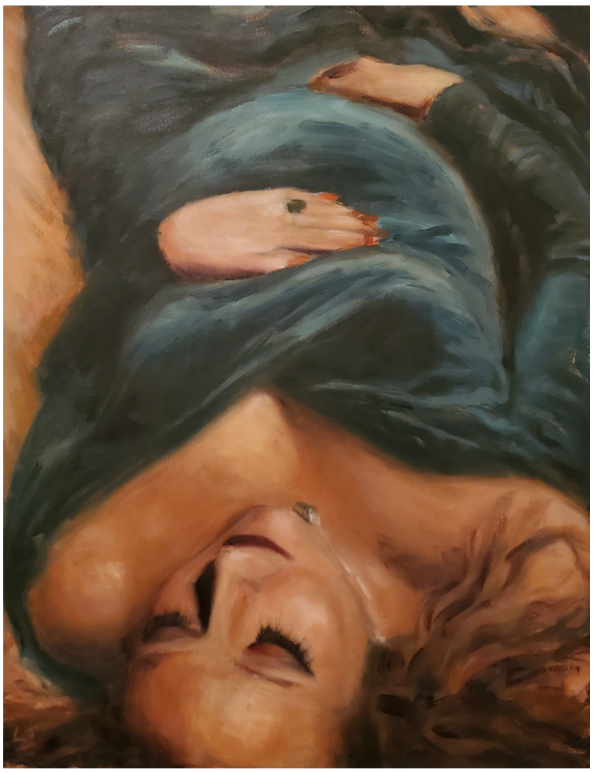
Include information relating to the project's eligible area benefit and/or benefit to low-to-moderate-income individual(s).

The area where the mural is located is within the moderate to lower-income area of Green Bay. Daily, students traveling to and from Washington Middle School and East High School see the mural. This fosters pride and affirmation for LGBTQ+ students and educates cis-gender members of the community. The mural is located on the second oldest gay bar in the state of Wisconsin and one of only two public art pro-LGBTQ+ murals in the state of Wis. Pictures of the mural have appeared in several local and national articles, on social media sites and will be included in books to be published in 2024 and 2025. 3X6 foot copies of the mural were part of the Bay Area Council on Gender Diversity group's marching in the June 2023 Milwaukee Pride parade. In a time when the transgender community is under attack through the introduction of over 500 anti-trans bills in state legislatures throughout the US, the positive "We Will Be Seen" message with the figures of the trans women who were at the center of the Stonewall riots in 1969, which began the modern-day Pride movement, is significant.

Work Samples

Depending on artistic discipline, work samples might include images, PDFs, video or audio clips, curricula, learning modules, press articles, or marketing materials. Additional work sample upload boxes are available below. For technical support or assistance on work samples please contact City staff.

Work Sample #1



Work Sample #2

Work Sample #3

Supplemental Materials

IMPORTANT:

In order to be considered for funding, an application needs to include evidence to support the grant criteria. The Arts Resume field and Area/Income Benefit field are required; the other fields are strongly recommended but may not be applicable to your submission. An application does not need to use every field below in order to be considered complete. For assistance with supplemental materials please contact City staff.

Artist Website

https://www.chuelorsanart.com/portfolio

Additional URL

https://www.chuelorsanart.com/about

CITY OF GREEN BAY
PUBLIC ART GRANTS PROGRAM

To enhance and contribute to Green Bay's unique arts and culture sector.

CITY OF GREEN BAY
www.greenbaywi.gov/pac
920-448-3400

ABOUT THE GREEN BAY PUBLIC ARTS COMMISSION (GBPAC)

The Green Bay Public Arts Commission (GBPAC) focuses on the creation and preservation of public art within Green Bay, and ensuring equal access for all to enjoy and engage with public art. The GBPAC exists to fund artistic activities and support cultural programs that integrate and advance arts and culture as an essential part of life in Green Bay. The GBPAC is a five-member commission appointed by the Mayor to advise the City on matters of arts and culture.

Public art is any art form that is readily available for the public and is unimpeded by barrier or entry. Public art includes work on both public and/or private property and can be permanent or temporary.

PUBLIC ART GRANT PROGRAM DESCRIPTION

The Public Art Grant Program provides funds to artists/artist teams, creatives, makers, performers, arts organizations and other cultural drivers, to enhance and increase arts and culture and public art opportunities within the city of Green Bay. Funded by the American Rescue Plan Act (ARPA), funds are dedicated to support presentations, performances, workshops, research, and/or creation of artwork within the City of Green Bay. The program strives to encourage artistic engagement, spur economic vibrancy, and revitalize Green Bay through the arts.

Applicants are eligible to receive a one-time grant between $2,500 - $10,000. This grant may be used to fully fund a project. No match is required. Funds cannot be used to retroactively fund completed projects or portions of projects, but can be used for ongoing projects.

Professional artists of all disciplines, arts organizations and other cultural drivers are encouraged to apply.

APPLICATION DEADLINE

Applications will be received on a rolling basis until all Art Grant funds have been expended. Applicants interested in applying for funds should anticipate applying for funds roughly two months prior to when funds are needed. Completed applications will be reviewed monthly during the Public Arts Commission meeting typically held on the fourth Wednesday of the month. Applicants interested in having their application reviewed must have all materials submitted at the latest by **5:00PM (CT) the second Friday of the month**. Applications received

after the second Friday of the month will be held for review until the next month. Applications must be submitted electronically via the City's online form.
For technical assistance, email laura.schley@greenbaywi.gov. Or call 920.448.3142.

REVIEW CRITERIA

Proposals will be evaluated based on three criteria: **1**) artistic excellence, **2**) artistic merit, and **3**) project feasibility. Evidence to support the criteria will come from the narrative responses and submitted supplemental materials.

1. The artistic excellence of the project includes the:
   - Professionalism of the artist/cultural organization/lead project creative, quality of the artwork or services that the project will involve, as appropriate to the project
   - Evidence includes digital work samples, arts resumes, artist/cultural organization websites, or social media

2. The artistic merit of the project includes the:
   - Connection of the project to the artistic practice of the applicant
   - Potential for the project to reach new audiences and expose them to new artistic opportunities
   - Evidence includes digital work samples, arts resumes, letters of support, artist/cultural organization websites, or social media

3. The measures of project feasibility include:
   - Ability to carry out the project based on the appropriateness of the budget, the proposed timeline, the quality and clarity of the project activities and goals, the resources and partners involved, and the qualifications of the project's personnel.
   - Evidence of project feasibility includes a budget, project timeline, letters of support or agreement with partner artists & organizations, or project plans.

REVIEW PROCESS

Submissions are first reviewed by staff. Staff confirms applicant eligibility, basic compliance with grant criteria, and completeness of applications before sending them to the Arts Commission for review. Ineligible or incomplete applications will not be reviewed by the Arts Commission.

AWARD AMOUNTS

Award amounts range from $2,500 to $10,000. Awards will be paid in two disbursements: half upon signing of grant agreement and half upon approval of final report. No match is required. A project can be fully-funded with the award.

ELIGIBLE APPLICANTS

- Wisconsin residents.
- At least 18 years of age
- Applicant must obtain a TIN/UEI number to receive funds
- Groups of artists, or artist collectives, represented by an individual meeting the residency criteria above. Group applicants are eligible for only one award. Each artist within the group must consent to be part of the application; however, only one person/organization must act as the lead applicant. Note: any tax implications for a group application will fall on the lead applicant.

CONTACTS AND ACCESSIBILITY

For questions or concerns about the application process or technical assistance, contact City staff: Laura Schley, laura.schley@greenbaywi.gov.

ELIGIBLE PROJECTS

Qualified artists/organizations across disciplines are eligible to apply for support to carry out specific projects and activities. Eligible projects must take place within eligible census tracts and/or benefit low-to moderate income individual(s). Eligible census tract map can be accessed here. Contact staff for details on low-to-moderate income qualifications. Grantees will demonstrate tangible results of work undertaken and be able to provide proof of area benefit and/or low-to-moderate income individual(s) benefit. Proof may include but is not limited to; map of project location, artist tax return, audience data, survey results, etc.

For questions or concerns about providing proof of eligibility, contact City staff: Laura Schley, laura.schley@greenbaywi.gov.

Examples of the types of projects applicants of varying discipline might pursue with the support of this grant include, but are not limited to:

- *Teaching artists/organizations*: curricula, digital learning modules, workshops, resource development
- *Visual artists/organizations:* sculptures, paintings, studies, installations
- *Literary artists/organizations:* manuscripts, proposals, drafts, research reports
- *Performance artists/organizations:* performances, tours, events, video or audio recordings
- *Folk and traditional artists/organizations:* textiles, instruments, beading, dolls, exhibitions, workshops
- *Media artists/organizations:* films, scripts, interviews

INELIGIBLE PROJECTS

- Previously completed projects (though clearly defined, and demonstrable portions of ongoing projects can be eligible)
- Projects taking place outside of the city of Green Bay
- Projects that do not take place within eligible locations and/or do not benefit low-to-moderate income individual(s)
- Rent or food assistance, or any type of artist relief to alleviate hardship without undertaking work
- Honorifics or recognition awards based on the past work without plan to undertake work during the award period

APPLICATION MATERIALS – to be made available on the City's online Form Center

PROJECT NAME*
Choose a project name that is descriptive and will allow reviewers to quickly identify the proposal.
Character Limit: 100

ELIGIBILITY*
Refer to the eligibility requirements listed above. For questions about eligibility, email laura.schley@greenbaywi.gov.
Choices:
I am eligible to apply and can provide the necessary eligibility documents if requested.

REQUEST AMOUNT*
The minimum amount to request is $2,500. Maximum request is $10,000. The amount requested should match the total expenses listed in the Project Budget below.
Character Limit: 20

PROJECT DESCRIPTION*
Describe the project and how it connects to your artistic practice. As applicable, include details about your artistic practice and vision, project location(s), intended audience, collaborators, partners, and contractors.
Character Limit: 3000

PROJECT TIMELINE*
Describe a timeline for completing the proposed project. Consider including major project milestones that will help you measure progress. Reminder: successful applicants must provide a status update to City staff by November 1, 2023 and projects must be completed by December 31, 2023.
Character Limit: 3000

PROJECT OUTCOMES*
Describe tangible outcomes of the project. Clearly define the deliverable end-product that will demonstrate completion of the project. For clarifications about eligible projects and project outcomes, contact City staff.

In the final report, grantees will be required to provide documentation of work completed during the award period from August 1, 2023 to December 31,2023. Consider this timeframe when planning a project.
Character Limit: 3000

PROJECT BUDGET*
Click **HERE** to download the Project Budget Worksheet. Fill out, save, and upload the budget. Please use file types: .xls, .xlsx, or PDF.

A detailed Project Budget is an important piece of evidence for the feasibility of the project..
File Size Limit: 5MB

PROJECT BUDGET EXPLANATION*
If the project budget exceeds $10,000 please describe the plan for paying for the expenses beyond the maximum award amount. If there are aspects of the project budget that require explanation, describe them below. Additional budget documents can be uploaded in the Work Samples boxes in the "Supplemental Materials" section below if necessary. *Character Limit: 750*

SUPPLEMENTAL MATERIALS

IMPORTANT:

In order to be considered for funding, an application needs to include evidence to support the grant criteria. The arts resume and area/income benefit field is required; the other fields are *strongly recommended* but may not be applicable to your submission. An application *does not need* to use every field below in order to be considered complete. For assistance with supplemental materials please contact City staff.

ARTS RESUME OR CV*

Include information that reflects career advancements, professional accomplishments, and training, up to 4 pages.
File Size Limit: 5MB

AREA BENEFIT AND/OR INCOME BENEFIT*

Include information relating to the projects eligible area benefit and/or benefit to low-to moderate-income individual(s).
File Size: 10MB

LETTER(S) OF SUPPORT

If applicable, upload letter(s) of support from partners, collaborators, mentors, etc.
File Size Limit: 10MB

WORK SAMPLE #1

Depending on artistic discipline, work samples might include images, PDFs, video or audio clips, curricula, learning modules, press articles, or marketing materials. Additional work sample upload boxes are available below. For technical support or assistance on work samples please contact City staff.
File Size Limit: 25MB

WORK SAMPLE #2

File Size Limit: 25MB

WORK SAMPLE #3

File Size Limit: 25MB

ARTIST WEBSITE

Character Limit: 2000

ARTIST SOCIAL MEDIA

Character Limit: 2000

ARTIST SOCIAL MEDIA

Character Limit: 2000

ONLINE PORTFOLIO

Character Limit: 2000

ADDITIONAL URL

Character Limit: 2000

Report to the
Public Arts Commission of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Laura Schley, Staff

AGENDA ITEM # U.4

To approve the Farlin Park Art Request for Proposal.

BACKGROUND

Consideration with possible action to review and approve the RFP for artistic sculptures, amenities, and/or landforms to be installed within Farlin Park located at 1137 Vanderbraak Street. The City is seeking sculptures, amenities, and/or landforms that are unique and durable, and take the space of the park into consideration.

A total of $50,000 of Community Development Block Grant (CDBG) funds has been approved by the City of Green Bay Redevelopment Authority for beautification. Staff is proposing using these funds for the creation of the project. Working with the Parks Department, staff developed the RFP to coincide with and complement the planned updates already occurring in the park and the neighborhood area. The Department has placed focus on improving the Olde North neighborhood area. The proposed project would be combined with the Department's already ongoing efforts within this area.

After reviewing the RFP, the Commission may suggest edits prior to release.

The project timeline below is intended to provide a loose framework for project development. The timeline, with the exception of fund expenditure, is subject to change based on the approval process and the needs of the overall project.

- **August 1, 2023,** Call for Artists is posted
- **September 1, 2023,** Call for Artists closes
- **September 13, 2023,** Public Art Commission meeting to select 2 finalists
- **September 19, 2023,** Common Council approval of final artwork proposals
- **September 2023,** Artist begins fabrication of art and/or plans delivery of existing work.
- **November 15, 2023,** Artist Delivers Artwork (CDBG funds must be spent)
- **Summer/Fall 2024,** Artwork is installed at the site by City staff

RECOMMENDATION

Staff recommends approval of the Farlin Park RFP, subject to revisions.

FISCAL IMPACT

ATTACHMENTS

1. DRAFT - Farlin Park Art RFP

OUTDOOR SCULPTURES FOR FARLIN PARK. PURCHASES & COMMISSIONS. $50,000.

SUMMARY

The City of Green Bay is seeking artistic sculptures, amenities and/or landforms that will enhance and compliment the new updates taking place at Farlin Park located at 1137 Vanderbraak Street, Green Bay. Artwork must be vibrant and timeless and make a fun and whimsical statement. A total of $50,000 is available for new commissions or existing works.

PUBLIC ART GOALS

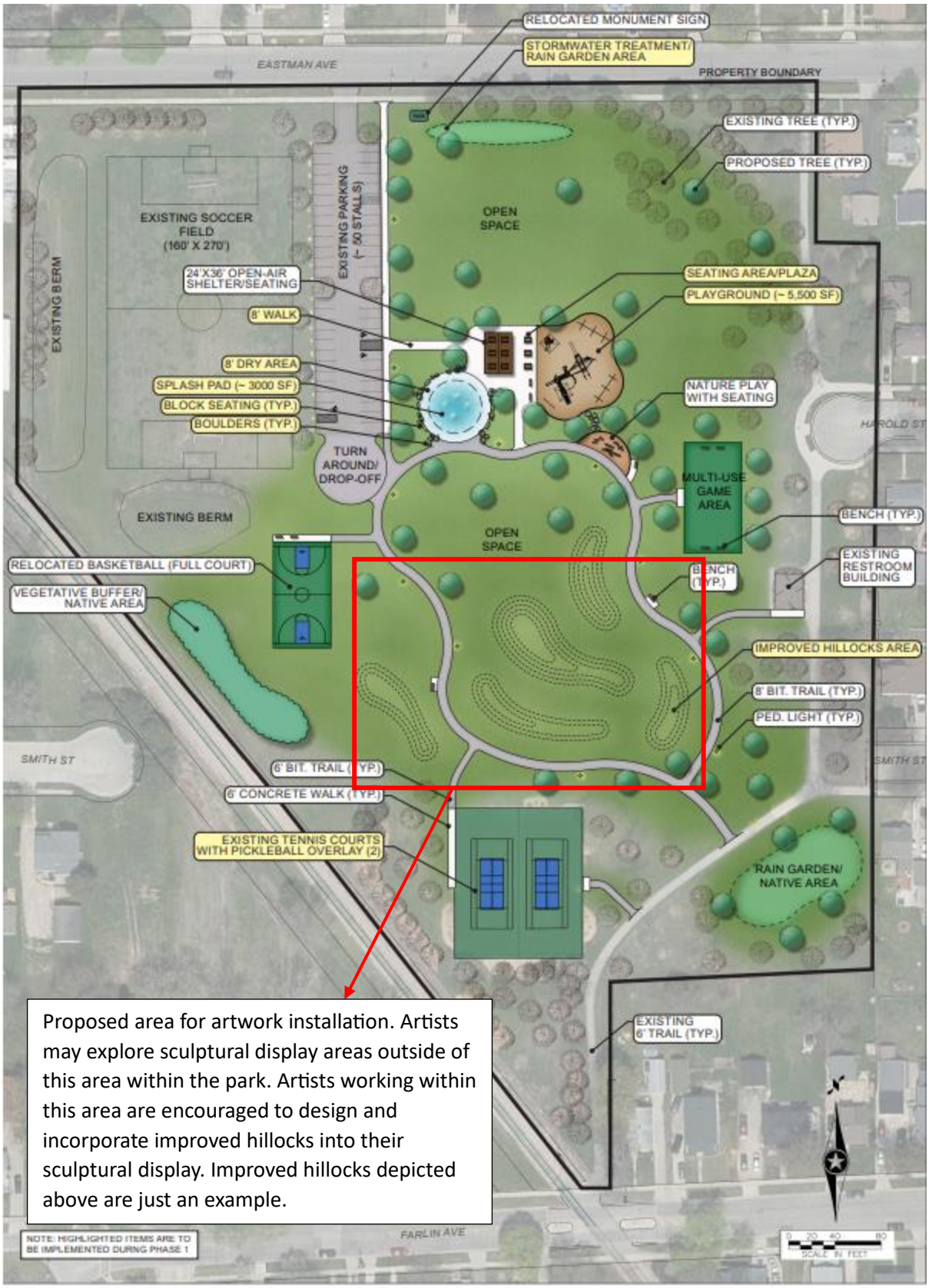
The City would prefer sculptures, amenities and landforms that have the following elements and compliment the following goals:

- Uniqueness.
- Vibrant colors
- Stands out day and night (may be lit).
- No water features.
- Ability to stand up to a variety of weather conditions.
- Artwork intentionally incorporates the landscape and park provided amenities into the design.
- Use art to highlight and celebrate the natural environment within Farlin Park. Artists are encouraged to explore and integrate their artwork into the landscape of the park and have the landscaping contribute to the artwork.
- Artists are encouraged to explore the themes including but not limited to native flora, fauna, pollinators, birds, and the importance of caring for endangered species - specifically our local pollinators. The artist may find inspiration for their design by spending time in this park, utilizing resources provided in this document, or talking with staff.
- Create fun and whimsical features that can be enjoyed by park patrons of all ages.
- Celebrate the role that art and artists play in our community and in our economy.

PROJECT DESCRIPTION + SITE IMPROVEMENTS

The sculptures, amenities and landforms must be durable, safe for children, and require minimal ongoing maintenance. Green Bay experiences four distinct seasons ranging in temperature and precipitation from hot and humid summers to cold snowy winters. Problems with rust and fading should be avoided. The footings for the sculptures will be designed and constructed by the City based off of artist recommendations/conceptual designs once Phase 2 of the park developments are underway. Conduits may be made available, if lighting is part of the final sculpture design.

The Farlin Park updated site plan includes many recommended updates to the park including adding a new splash pad, moving the basketball courts and incorporating pickleball courts, as well as eventually incorporating a circular walking trail and regrading/reshaping some of the hillocks currently in the park.



Proposed area for artwork installation. Artists may explore sculptural display areas outside of this area within the park. Artists working within this area are encouraged to design and incorporate improved hillocks into their sculptural display. Improved hillocks depicted above are just an example.

The City of Green Bay Parks Department is seeking artwork to be incorporated with the updated landscaping as well as underutilized park amenities.

The Farlin Park Concept Plan depicts improved hillocks within the park. The Parks Department is interested in having artwork that takes the landscape into account and incorporates the newly designed hillocks into the overall artwork design. Images of the current hillocks within the park can be found below. Parks staff would like to see an artist designed space and recommended reshaping of these hillocks. Improved hillocks within the image above are just an example – artists are encouraged to re-design the hillocks to incorporate into their artistic vision. Please note, not all hillocks need to be updated/improved. The City would like to maintain clear lines of vision within the park as much as possible. There are currently twelve (12) hillocks measuring roughly 5ft tall by 30 feet.

Residents and visitors of the park currently use the hillocks for play and recreation. The City would like to maintain this amenity for patrons to take advantage of. In addition to functioning as an enjoyable space for park patrons, updated hillocks may also function for hill-topping. To learn more about the importance of hill-topping for many pollinators, visit: https://en.wikipedia.org/wiki/Hill-topping_(biology)

Images of Site Currently

Below are several inspirational photos of landscape artwork.

Hidden Dimension, Malgorzata Lisiecka

Wavefield, Maya Lin

Seed Feast, Helen Law

Minneapolis Courthouse Plaza, Martha Schwartz Partners

In addition to updating the landscape within the park, the City of Green Bay Parks Department has twenty-one (21) Bright Red (RAL 3017) Euroflex Balls available to be incorporated into the artwork display/landscaping plan. Euroflex Ball and Half Balls are unique design elements that can function as playing surfaces, seating, partitioning or decorative borders. An example image can be seen below.

The amount and specs for the available Euroflex Balls are listed below.

- 8 – Euroflex Full Ball, small (345mm)
- 3 – Euroflex Half Ball, small (345mm)
- 3 – Euroflex Full Ball, medium (500mm)
- 1 – Euroflex Half Ball, medium (500mm)
- 6 – Euroflex Half Ball, large (695mm)

Artists are encouraged to incorporate these into their artwork design/landscaping proposal. Additional example photos and material specs can be found on the product webpage: https://goric.com/all-products/balls-and-half-balls/#tech-details

(Euroflex Ball Product layout option attachment and Farlin Park Master Plan Concept to be included with RFP)

BUDGET

The total project budget is $50,000. The City intends to split this budget between two artists/artist teams (each receiving $25,000). The budget may cover but is not limited to: artist's fee, purchase price, travel during fabrication and installation, materials, fabrication, conceptual design of artwork, layout/landscaping, transportation, insurance.

PROJECT OVERVIEW

Artists can present past work for a new commission and propose the sale of existing work. Existing sculptures (or new commissions) must be resistant to Green Bay's fluctuating weather conditions.

The City of Green Bay is interested in commissioning the creation and/or purchasing of sculptures to compliment new updates taking place in Farlin Park. The sculptures should be vibrant, colorful, and integrate the landscaping and Euroflex Balls into their design, inviting and welcoming people visiting the park.

The Call to Artists will generally be awarded to the responsive and responsible Artist or Artist team whose design is selected by the Commission and submitted to the Common Council with a recommendation of approval. The selected Artist or Artist team will be expected to enter into an

agreement with the City for a sculpture(s) in an amount not to exceed $25,000.00. The selected Artist(s) will be responsible for the creation and delivery of the final work.

TIMELINE – These dates are subject to change
Artists must be able to work within the listed timeline for completion of the project
August 1, 2023 Call for Artists is posted
September 1, 2023 Call for Artists closes
September 13, 2023 Public Art Commission meeting to select to 2 finalists
September 19, 2023 Common Council approval of final artwork proposals
September 2023 Artist begins fabrication of art and/or plan delivery of existing work.
November 15, 2023 Artist Delivers Artwork
Summer/Fall 2024 Artwork is installed at site by City staff

REVIEW CRITERIA

The Public Arts Commission will recommend awarding the final agreement(s) based on its evaluation of the sculpture proposals and the criteria listed below. The City of Green Bay reserves the right to withhold the art sculpture award recommendation if it should not find satisfactory sculpture(s).

1. **Design aesthetic and concepts**: 60 points
    1. Artistic merit of concept to include meaning of the proposed sculpture(s) and theme
    2. Style and Appropriateness: Demonstrate that the sculptures are compatible in relationship to the landscape, and that the sculptures complement the area and the provided park amenities.
    3. Integration of Design: Proposal fully and thoughtfully integrates all elements including but not limited to: artwork, landscape and Euroflex Balls within the space to create an inviting and playful environment.
2. **Technical considerations**: 25 points
    1. Feasibility: Including the Artist's artistic history and experience in completing public art projects within the timeline and budget, as well as the sustainability of the sculpture.
    2. Safety and Maintenance: The sculpture should be durable and be resistant to theft and/or vandalism. Materials should require minimal periodic maintenance and be readily available if conservation or restoration is necessary. Protection against vandalism.
3. **Quality of Proposal/Presentation**: 15 points
    1. The Proposer must demonstrate experience in providing the type of Services requested.
    2. Written Proposals should be brief, presented in logical order, and contain the information requested herein and may be accompanied by any additional materials necessary to convey the appropriate experience.

SCOPE OF WORK: COMMISSIONED WORK

- Prepare design details, budgets, and concepts detailing every physical feature of the artwork(s) and its integration within the site.
- Work with City staff to finalize aesthetic design, fabrication methods and materials for Wisconsin's outdoor environment
- Coordinate with City staff on artwork footing and lighting, if any.

DRAFT

- Create a presentation for the Public Arts Commission for review and approval.
- Fabricate, deliver, and install the sculpture(s) on schedule.
- Complete a description of regular and long-term maintenance and the specifications for replacement of electronic components, if any. Material and color samples to be provided.
- Participate, as requested, in community outreach and dedication events.
- Other scopes of work that may be required by the City

SCOPE OF WORK: PURCHASE EXISTING WORK

- Except for fabricating the artwork design, scope of work includes all the scope in Commissioned Work above.
- If necessary, modify the artwork or artwork structure for installation and site needs for footing/landscaping.

SUBMISSION REQUIREMENTS

All applications must be submitted through DemandStar. **Link to be made available with Purchasing.**

- **Letter of Interest**: indicating interest in and potential approach to the project. The letter should provide a description of how your professional background relates to this art project and materials you usually utilize.
- **Resume**: Not to exceed two (2) pages that highlights professional accomplishments, particularly as it relates to this art project.
- **Previous Work Samples**: Relevant work within the same budget. Maximum of 10 images. Please send each image as a .jpg and label with artist's last name, image number and image title.
- **Annotated Image List**: Including image number, title, medium, dimensions, date, budget, location, and brief description if necessary.
- **Proposed Artwork Concept Design**: Design must include a scaled plan of the proposed location. Design must also include perspectives of the concept, information regarding materials, colors and other relevant details.
- **Site/Landscaping Plan**: Include concept images of the sculpture and landscaping, and show all design features to create a space for the sculpture. Site plan must also include information regarding the updated landscape, sizing, suggested plantings, and any other relevant details.
- **Sculpture Maintenance Plan**: Brief explanation of intended sculpture maintenance plan.
- **Itemized Project Budget**.

ELIGIBILITY

The project is open to all professional artists located in the continental U.S.A., age 18 and over, regardless of race, color, religion, national origin, gender, age, marital status, or physical or mental ability. Applications will be accepted only from artists whose works is being submitted in response to this RFP. Applications submitted by third parties such as galleries, art consultants, family members, etc. will not be considered. City of Green Bay employees, as well as Commission members and their immediate family members are not eligible for participation.

Applications to be accepted through DemandStar. Link to be developed once Purchasing establishes DemandStar post.

DRAFT

CONTACT INFORMATION

City of Green Bay, Public Arts Commission, c/o Public Arts Coordinator
100 North Jefferson Street – Room 608
Green Bay, WI 54301

ABOUT THE GREEN BAY PUBLIC ARTS COMMISSION (GBPAC)

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Public art is any art form that is readily available for the public and is unimpeded by barrier or entry. Public art includes work on both public and/or private property and can be permanent or temporary.

ABOUT GREEN BAY PARKS, RECREATION & FORESTRY

Green Bay Parks, Recreation & Forestry promotes wellness and energy through dynamic programs and attractive community spaces.

DRAFT

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # V.1

To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.

BACKGROUND

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. 07 TRAFFIC SAFETY PLAN JUL 2023

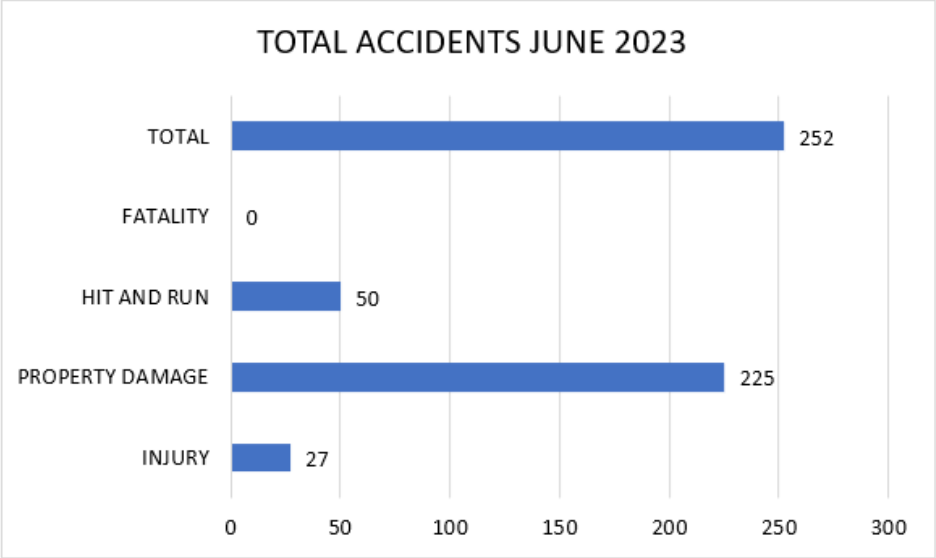
Green Bay Police Department

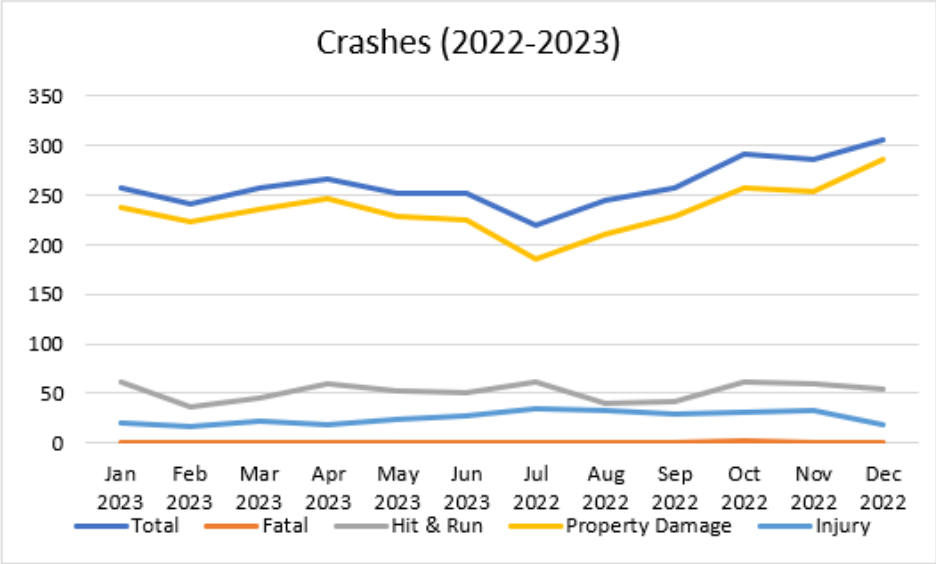
JULY 2023

Traffic Safety Plan

Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at each months Traffic, Bicycle and Pedestrian Commission meetings.

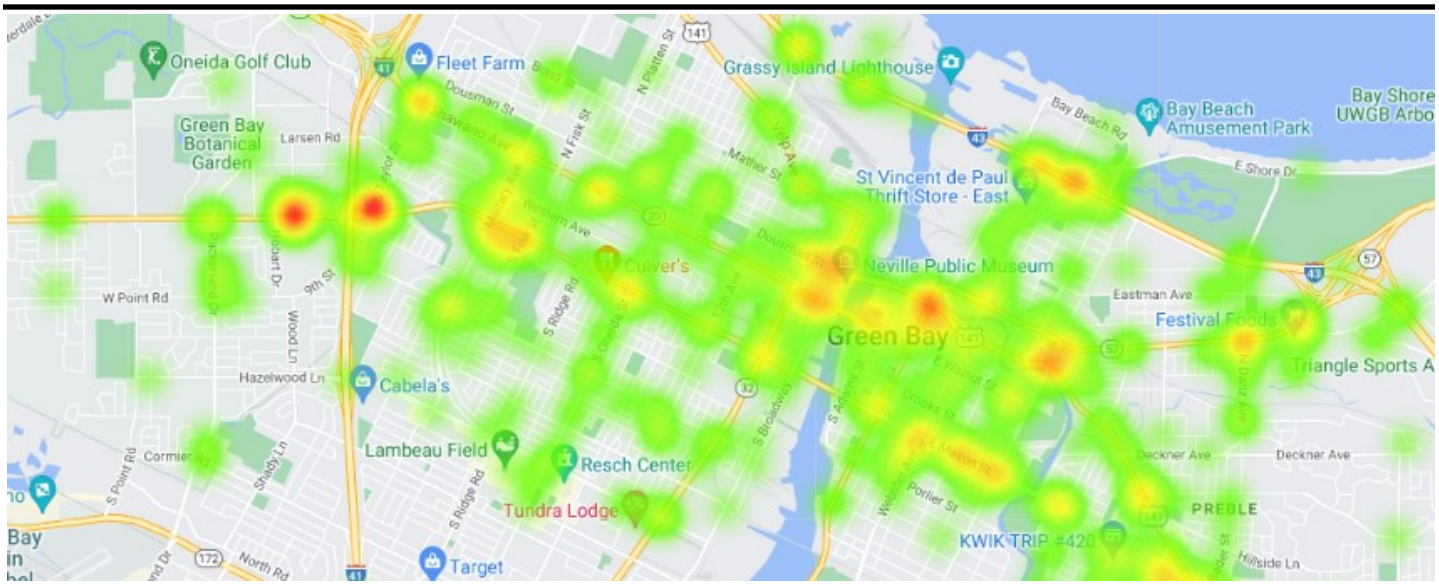
JUNE 2023 CRASH DATA



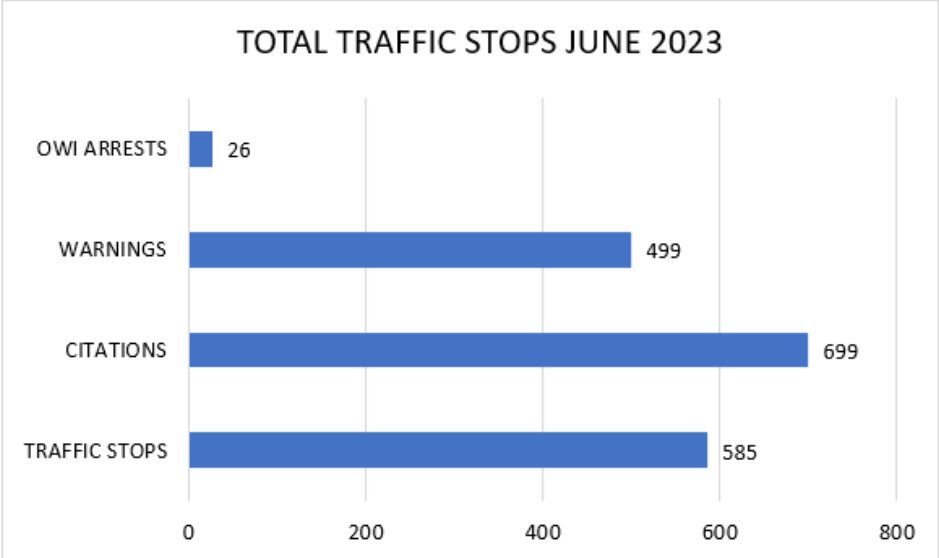


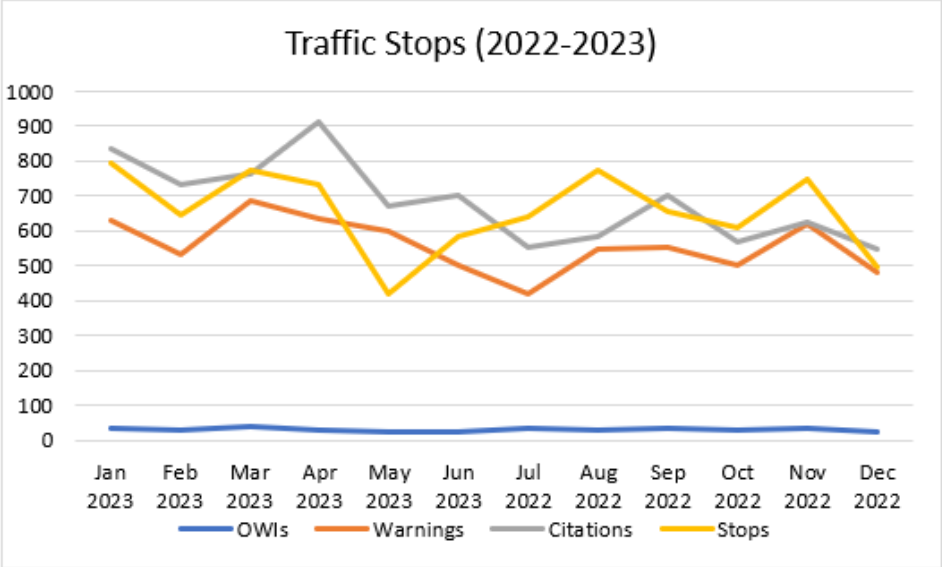
GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

JUNE 2023 TRAFFIC CRASH HEAT MAP



JUNE 2023 TRAFFIC STOPS





GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

BROWN COUNTY OWI TASK FORCE
- JULY 1 DEPERE
- JULY 2 BROWN COUNTY
- JULY 15 GREEN BAY
- JULY 22 PULASKI (DURING PULASKI POLKA DAYS FESTIVAL)

CLICK IT OR TICKET SEAT BELT ENFORCEMENT
- JULY 7 HOBART/LAWRENCE
- JULY 14 ASHWAUBENON
- JULY 21 GREEN BAY

LOCAL ALOCHOL ENFORCEMENT
- JULY 8
- JULY 28
- JULY 29

SPEED ENFORCEMENT TASK FORCE
- JULY 6 ASHWAUBENON
- JULY 11 GREEN BAY
- JULY 17 HOBART/LAWRENCE
- JULY 19 BROWN COUNTY
- JULY 24 DE PERE
- JULY 27 GREEN BAY
- JULY 31 BROWN COUNTY

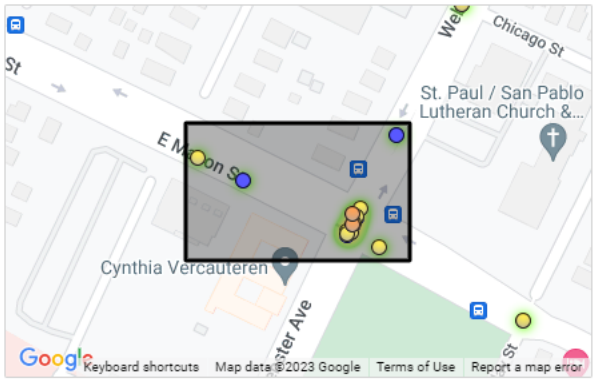
PEDESTRIAN/BICYCLE SAFETY ENFORCEMENT
- JULY 13
- JULY 25

SAFETY REMINDER

The Green Bay Police Department would like to remind motorists that pedestrians, bicyclists and those riding personal assistive mobility device have the right-of-way in crosswalks and drivers must yield to them when they are in the crosswalks. This includes BOTH MARKED and UN-MARKED crosswalks. Marked crosswalks are the areas with white lines connecting sidewalks or paths across streets. Unmarked crosswalks are the areas where straight lines can be drawn across streets connection two sidewalks or a path, but do not have white lines connecting them. Officers will be out on several special enforcement related activities targeting drivers that violate pedestrian crosswalk laws. Please put down your phone and pay attention to people, especially during the summer hours when more people are enjoying outdoor activities.

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

ENFORCEMENT PRIORITY AREAS



Analysis Area #1: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 17

Contributing Factors:

- Occp Protection (6)
- Teen Driver (4)
- Speed (3)
- Bike (2)
- Distracted (2)
- Aggressive (1)
- CMV (1)
- Impaired (1)
- Pedestrian (1)

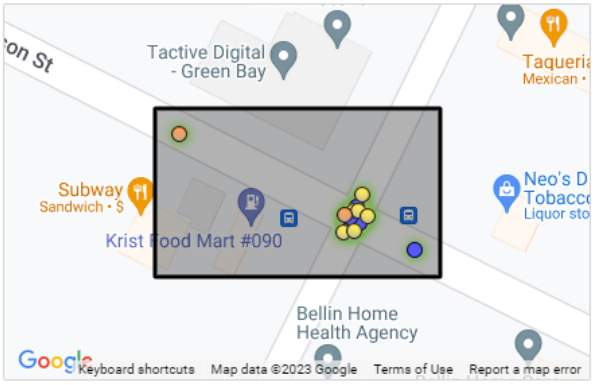
Analysis Area #3: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 13

Contributing Factors:

- Teen Driver (4)
- 65+ Driver (3)
- Occp Protection (2)
- Speed (2)
- Impaired (1)



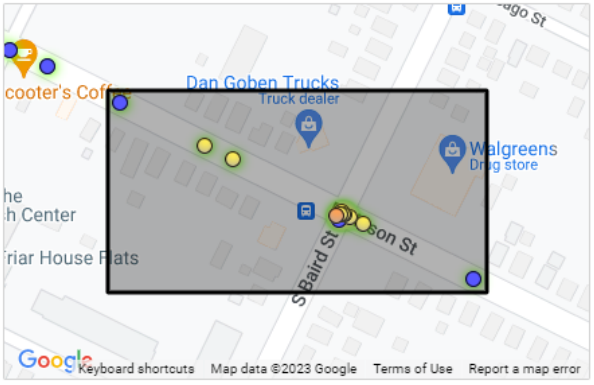
Analysis Area #4: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 13

Contributing Factors:

- Distracted (2)
- Impaired (2)
- Motorcycle (2)
- Teen Driver (2)
- Aggressive (1)
- Occp Protection (1)
- 65+ Driver (1)



Analysis Area #5: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 13

Contributing Factors:

- Teen Driver (5)
- Distracted (2)
- Impaired (1)
- Occp Protection (1)
- Pedestrian (1)
- Speed (1)

These areas are determined as the most likely to experience an injury traffic crash based on the last three years of crash data collected by the state of Wisconsin. Packerland & Mason was listed as Analysis Area #2, but since the road pattern in that area has been altered, it was excluded from this analysis until more data can be collected. In the short time the traffic pattern has been changed in the area, crashes have been reduced significantly.

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # V.2

To receive and place on file the report by the Police Department of the 2023 2nd quarter serious injury and fatal crashes.

BACKGROUND

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. 2023 2nd Quarter Fatal Accident Summary

2023 2nd Quarter Fatal Accident Summary

05/06/2023 6:56PM 101 MAIN ST (NITSCHKE BRIDGE/FOX RIVER) GBPD CASE #23-223803

A 39-year-old Green Bay woman was driving eastbound on Dousman St. near the Neville Museum, about to get onto the Ray Nitschke Memorial Bridge, when she veered off the road to the right, jumped the curb drove over the grass and the revetment stone and directly into the Fox River. The vehicle sank quickly and the car and body of the driver (and only occupant of the vehicle) were recovered by the Green Bay Police Department Dive Team. The cause of death was determined to be drowning as a direct result of the car crashing into the river and sinking. Alcohol was a factor in this incident. No other vehicles were involved.

4/18/2023 1:13PM W. MASON ST./16TH AVE. GBPD CASE #23-220309

A 73-year-old Green Bay woman was crossing W. Mason St. on foot near 16th Ave. when a speeding car traveling Eastbound on E. Mason St. struck the woman. The pedestrian went up over the hood of the car and landed on the street. CPR was started by bystanders as the woman had no pulse, but the rescue efforts were unable to save the pedestrian. The car never stopped and fled the scene. It was found by a Green Bay officer several blocks from the scene. The vehicle stopped for police and the driver was arrested for homicide by intoxicated use of vehicle and several other charges. The driver was a 23-year-old Green Bay man who had been drinking at the casino all day.

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # V.3

To approve the request by the Department of Public Works that the city enter into an agreement with Imperial Supplies for their request to install a Rectangular Rapid Flashing Beacon (RRFB) system on Madison Street.

BACKGROUND

Imperial Supplies contacted the City requesting a pedestrian crosswalk between the Pine St Ramp and their headquarters located on N Madison St, as some of their employees felt unsafe crossing the street, especially since the parking ramp has ingress and egress points near where pedestrians cross the street. The City has agreed to construct a midblock crosswalk and install a button-activated rectangular rapid flashing beacon (RRFB) system to allow for safe pedestrian crossings. Since the need for the RRFB is derived from the company's pedestrian traffic, the costs to install and maintain the RRFB will be the responsibility of Imperial Supplies. The attached agreement needs approval by both parties.

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

1. E.3. - DRAFT 2 Agreement - RRFB Imperial Supplies

AGREEMENT FOR NORTH MADISON STREET
MIDBLOCK PEDESTRIAN CROSSING

This Agreement is entered into this _____day of _____ 20____, by and between the CITY OF GREEN BAY, a municipal corporation (hereinafter CITY), and IMPERIAL SUPPLIES LLC (hereinafter IMPERIAL SUPPLIES), collectively referred to as the Parties.

WHEREAS, IMPERIAL SUPPLIES has requested the CITY to install a solar-powered Rectangular Rapid Flash Beacon system (hereinafter RRFB) at a midblock pedestrian crossing of NORTH MADISON STREET at the IMPERIAL SUPPLIES employee entrance, Green Bay, Wisconsin.

NOW THEREFORE, in exchange for the mutual obligations and covenants contained herein, together with other good and valuable consideration, the exchange of which is acknowledged, IT IS HEREBY AGREED AS FOLLOWS:

1. The CITY shall construct an RRFB at a midblock crosswalk of NORTH MADISON STREET at the IMPERIAL SUPPLIES employee entrance, located in the City of Green Bay, Wisconsin.

2. The CITY shall construct and install the RRFB system and new midblock crosswalk.

3. IMPERIAL SUPPLIES shall reimburse the CITY for all costs associated with RRFB and midblock crosswalk construction.

4. The CITY shall perform all maintenance and repair to, and replacement of, the RRFB equipment as becomes necessary from time to time.

5. IMPERIAL SUPPLIES shall reimburse the CITY for all such maintenance, repair, or replacement costs.

6. IMPERIAL SUPPLIES shall assume responsibility for all electrical utility bills associated with the RRFB, if ever it is converted from solar to electric utility provided power.

7. IMPERIAL SUPPLIES further agrees that all reimbursement to the CITY shall be made in a timely manner. Failure to timely remit reimbursement to the CITY may result in termination of this Agreement. As used in this Agreement, "timely" means within thirty (30) days of invoice receipt by IMPERIAL SUPPLIES.

8. IMPERIAL SUPPLIES 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 IMPERIAL SUPPLIES 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. IMPERIAL SUPPLIES 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 IMPERIAL SUPPLIES employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be IMPERIAL SUPPLIES' 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.

9. IMPERIAL SUPPLIES shall provide the City of Green Bay with a certificate of insurance on a form approved by the City of Green Bay showing that IMPERIAL SUPPLIES has adequate liability insurance as required by City of Green Bay. The certificate of insurance shall give evidence of General Liability insurance with bodily injury limits of at least $1,000,000 per occurrence and $1,000,000 aggregate, and proof of Workers Compensation and Employers Liability insurance with limits meeting statutory requirements. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay. 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 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 IMPERIAL SUPPLIES. Cancellation or reduction of insurance shall automatically terminate this agreement.

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

11. This Agreement will be constructed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

12. This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

13. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

14. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement of the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. Nothing of this Agreement is intended nor may be construed to create between CITY and IMPERIAL SUPPLIES either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

16. Any and all notices which either Party may give hereunder shall be in writing and delivered by registered or certified mail, return receipt requested, or by personal delivery, or by first class mail postage prepaid. In the case of first-class mail, postage prepaid, delivery shall be deemed to have been accomplished two (2) days after deposit of the notice in the mail. Until written notice is delivered to the other party of a change in address, the addresses set forth below shall be presumed to be current:

    If to City of Green Bay: Director of Public Works
    100 North Jefferson Street-Room 300 Green Bay, WI 54301-5026

    If to IMPERIAL SUPPLIES: _____
    _____

IN WITNESS WHEREOF, the CITY OF GREEN BAY and IMPERIAL SUPPLIES have executed this agreement this _____day of _____ 20____, and hereby agrees to become bound by all provisions hereof.

IMPERIAL SUPPLIES

x_____ x_____

_____ _____

Print or type name and title above Print or type name and title above

STATE OF WISCONSIN)

) SS.

_____COUNTY)

Personally came before me this ___ day of _____, 20___, the above named _____ _____, 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_____ x_____

Eric Genrich - Mayor Celestine Jeffreys - Clerk

STATE OF WISCONSIN)

) SS.

BROWN COUNTY)

Personally came before me this _____ day of _____, 20___the above named Eric Genrich – Mayor and Celestine Jeffreys – 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, _____ County, Wisconsin

This instrument drafted by: My Commission Expires: _____

David J.A. Hansen, P.E., PTOE – Traffic Engineer

EXHIBIT A

Looking North

Looking South

Report to the
Sustainability Commission of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Melissa Schmitz

AGENDA ITEM # W.1

To receive and place on file a progress report of the citywide Clean Energy Green Bay plan.

BACKGROUND

The planning project to create a comprehensive energy plan for the City is 70% complete. Based on the survey results, the plan is called *Clean Energy Green Bay*. A summary of the work completed to date is as follows: The project team completed the community baseline data analysis with data from WPS, transportation emissions data, and waste data. We also gathered data from Focus on Energy on previous participation for City of Green Bay residents and businesses.

The fleet and solar analysis is complete for City, Water Utility, and Metro Transit. The results have been shared with the Water Utility, Metro Transit, and other City departments. The team also has been working on results for energy efficiency recommendations in City buildings and those will be completed in the next month or so.

Baseline energy data spreadsheets for each of the project partners have been created and will be shared to make sure the spreadsheets are useful data tools after the project ends.

Lastly, the project team hosted a Community Open House on July 25 from 4-7 pm at the GB Water Utility to share **draft**
recommendations with the public. Included are recommendations for buildings, transportation, renewable energy, education for the community, and advocacy at the state-level. Outreach materials were translated into Spanish and Hmong and language interpreters were on-site for the event.

Project partner, Slipstream, has started writing the final reports with the goal of having draft reports completed in September and a final report in October.

RECOMMENDATION

To receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. Progress report_Comprehensive Energy Plan

Wisconsin Office of Energy Innovation

Energy Innovation Grant Program
Report Template

Select the Grant Program Year (Docket #) associated with your grant award:

☐ 2018 (Docket #: 9709-FG-2018) ☐ 2020 (Docket #: 9709-FG-2020)

☒ 2021 (Docket #: 9709-FG-2021)

☒ Quarterly Progress Report or ☐ Final Report & Request for Reimbursement

Please see the Progress Report Guidance for more information and to select metrics for #11.

1. Grant Recipient: City of Green Bay
2. Grant Recipient Primary Contact/Report Contact: Melissa Schmitz
3. Grant Performance Period: 8/15/2022 – 12/31/2023
4. Reporting Period: 4/1/2023 – 6/30/2023
5. Percent of work complete. Completion date if known.

   Percent completed (%): 70%

6. Summary of work completed to date and status of each of the deliverables described in the Scope of Work (Agreement Attachment A).

   Summary:
   The team completed the community baseline data analysis with data from WPS, transportation emissions data, and waste data. We also gathered data from Focus on Energy on previous participation for City of Green Bay residents and businesses.

   The fleet and solar analysis is complete for City, Water Utility, and Metro Transit buildings and vehicles and we have been sharing results with the Water Utility, Metro Transit, and City departments. We also have been working on results for energy efficiency recommendations at City buildings and will have those completed in the next month or so.

   We have created baseline spreadsheets for each of the partners with all the baseline data we collected. We have a draft completed and will be sharing with partners to make sure the spreadsheet is usable after the project ends.

   Lastly, we are preparing to host a Community Open House in Green Bay on July 25 to share draft recommendations. We have drafted recommendations to cover buildings, transportation, renewable energy, education for the community, and advocacy at the state-level. The recommendations have been designed on posters and will be translated to Spanish and Hmong as well. We will also have interpreters on-site for the event.

   Slipstream has started writing the final reports with the goal of having draft reports complete in September and a final report in October.

Please convert this template and the appropriate attachments into a single PDF and upload to the Electronic Records Filing System (ERF) at http://apps.psc.wi.gov using docket number 9709-FG-2020. See the Final Report & Request for Reimbursement box for additional instructions on submitting to OEI@wisconsin.gov.

When uploading to ERF, Select "Report" as the Document Type. Use the following naming convention for the File Name and Description field: [Grant Recipient]_EIGP2020_MMYYYY_ProgressReport

Status of Deliverables:

- **Survey**. Communitywide survey has been deployed. Outreach and collection is complete.
- **Building audits**. Building audits complete at 9 buildings.
- **Communitywide baseline**. Complete
- **Internal strategies**. Identified preliminary recommendations for solar and fleet.
- **Policies**. Identified a set of policies for the city to consider.

7. Project planned and unexpected costs. N/A
8. Copies of materials produced and press related to the project (please attach). Project update presentation attached.
9. Lessons learned and continuous improvement efforts.
    - Decision-making across the city about facilities is located across departments and not in a central location. This requires more thought about how to address stakeholder buy-in in the city.
    - It requires significant time to successfully plan and deploy communitywide surveys and open house opportunities.
10. Equipment purchased to date (copy and paste as needed)

    Description: NA
    Serial #:
    Date purchased (MM/DD/YYYY):
    Total cost ($):
    Grant Funded Portion ($):

11. Metrics (copy and paste as needed)

Project Activity	**Metric**	**Amount Completed**
Facility Audits	Number of audits performed (in separate buildings)	9 high level building walkthroughs completed

Progress Report Attachments and Acknowledgements
☒ Budget Tracking Spreadsheet (please attach for Progress Report)
☐ Davis Bacon Certified Payroll Sheets from the first three weeks of contract labor on the project were sent via email to OEI@wisconsin.gov on: (date)
☐ Check here to indicate that you are ready to schedule a site visit. ☐

Please convert this template and the appropriate attachments into a single PDF and upload to the Electronic Records Filing System (ERF) at http://apps.psc.wi.gov using docket number 9709-FG-2020. See the Final Report & Request for Reimbursement box for additional instructions on submitting to OEI@wisconsin.gov.

When uploading to ERF, Select "Report" as the Document Type. Use the following naming convention for the File Name and Description field: [Grant Recipient]_EIGP2020_MMYYYY_ProgressReport

Wisconsin Office of Energy Innovation

Energy Innovation Grant Program
Report Template

Final Report & Request for Reimbursement
Send the following items as email attachments to OEI@wisconsin.gov using subject line: "[Grant Recipient] EIGP Request for Reimbursement & Final Report Attachments." (Do not upload personally identifiable information or sensitive financial data to the Electronic Records Filing system.)
☐ Budget Tracking Spreadsheet with all supporting documentation as outlined in Article 26 of the Grant Agreement Terms and Conditions ☐ Davis Bacon Certified Payroll Sheets from the duration of the project ☐ Buy American Documentation ☐ Site Visit Completed on: (date)

Signature **Date**

Please convert this template and the appropriate attachments into a single PDF and upload to the Electronic Records Filing System (ERF) at http://apps.psc.wi.gov using docket number 9709-FG-2020. See the Final Report & Request for Reimbursement box for additional instructions on submitting to OEI@wisconsin.gov.

When uploading to ERF, Select "Report" as the Document Type. Use the following naming convention for the File Name and Description field: [Grant Recipient]_EIGP2020_MMYYYY_ProgressReport

Report to the
Equal Rights Commission of the City of Green Bay

MEETING DATE

August 1, 2023

AGENDA ITEM # X.1

To receive and place on file the Visibility Initiative Strategic Action Plan held from the June 8, 2023 Equal Rights Commission meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ERC Visibility Strategic Plan

DRAFT GREEN BAY EQUAL RIGHTS COMMISSION VISIBILITY STRATEGY INITIATIVE

Revised July 12, 2023

Table of Contents

Introduction

The Visibility Initiative Strategy was developed to ensure an equitable and comprehensive approach to educate the community about the purpose and initiatives of the Equal Rights Commission. It aims to encourage individual and community engagement through educational materials and vocally at community events.

The Strategic Outreach Plan includes the following:
1. The Commission's mission and vision
2. Goals and Objectives
3. Messaging (how to be united and present ourselves in solidarity)
4. Infrastructure, Target Audience, Outreach Methods and Strategies
5. Evaluation Method
6. Phases (to include task delegations)
7. Timeline

Section 1: Mission and Vision

Purpose
The Commission shall (1) engage in a comprehensive and equitable community outreach strategy, ensuring to it's best that the public is informed about the existence of the Equal Rights Commission; (2) establish rapport with local organizations; (3) conduct themselves with integrity and fairness, fostering an inclusive and safe environment for community members to participate in the commission's activities.

Mission Statement
To ensure public awareness of the existence of the Equal Rights Commission by facilitating conversations, being present at community events, and engaging with partners to foster a sense of inclusivity and equity.

Vision Statement
Our vision is to actively engage the people of Green Bay, empowering them to voice their concerns and share valuable input in regards to discrimination. By providing a platform and acknowledging the lived experiences in the community, we aspire to create a city that truly embraces diversity.

Section 2: Goals

The overall goal of the Commission is to reach out to Green Bay residents, particularly individuals from the communities noted and protected under the Equal Rights Ordinance.

Specifically, the Commission's goals are:

Goal 1
We aim to raise awareness and promote understanding of the Equal Rights Commission's presence.

Goal 2
Ensure that we advance diversity, equity, and social justice of the protected groups of people under the Equal Rights Ordinance.

Goal 3
Through effective education, share adequate information about the Equal Rights Commission and ensure it is accessible to a wide range of Green Bay residents. Accessibility considerations include, but are not limited to:

- Technology and/or internet
- Understanding of the political system/political environment/disenfranchisement
- Not eligible to vote: Undocumented, formerly incarcerated, under 18 years old
- Incarcerated individuals
- Isolated/afraid to engage
- Transportation
- Limited technological or written literacy
- Mobile device accessible
- Cultural and/or Language
- Religion (including holidays & norms of engagement)
- Education level
- Disability

Goal 4
Continue to maintain and develop partnerships with the following groups of individuals:

- Geographically
    - o Villages/Towns

    - Downtown Green Bay, West side, East side
- Race/Ethnicity
- Residents both documented and undocumented

- Immigrant, Refugee, Native-born
- Economic
    - Small business, big business, nonprofit, education
    - Business owner, employers, employee, labor
    - Local industries, industrial, agriculture
    - Homeowners/renters
- LGBTQ+, self-identified gender
- Disability
- Age: Youth (16-24), adults (25 to 64), seniors (65+)
- Native English Speakers and Limited English Proficiency

Goal 5
Build trust, encourage participation, and ensure that all individuals are aware of their rights and the resources available to them through the Equal Rights Ordinance.

Section 3: Messaging

Section 4: Infrastructure, Target Audience, Outreach Methods and Strategies

In general, the strategy is to inform Green Bay residents about the importance of the Equal Rights Commission (ERC) and encourage them to participate in the commission's public hearings and city programs and processes. The ERC will develop outreach channels and tactics, implement and participate in engagement activities, and measure impact and adjust accordingly.

Infrastructure - The Commission has created a high level infrastructure for outreach and engagement activities that will allow the Commission to maximize its outreach efforts and target their efforts towards hard-to-reach populations. City staff, with Commissioners, will continue to build the ground level foundation to ensure that we are able to coordinate outreach activities.

Identify Target Audiences:

- Local community members, including marginalized/underrepresented groups.
- Local organizations, advocacy groups, and community leaders.
- Educational institutions, including schools and universities.
- Media outlets, both traditional and digital platforms.

Outreach Methods and Strategies

Outreach Method	Strategy	Degree of Effort
Social Media	● Establish a social media presence to share updates, educational content, and engage with the community.	Low
Media Outlets (Traditional/Non-Traditional)	● Participate in local traditional and non-traditional media to share ERC's mission (podcasts, email, newsletters, magazines, radio, etc.).	Medium
	● Produce informative brochures, pamphlets, and flyers about the ERC services and ordinance.	Low

	● Engage with local news outlets to share press releases, organize interviews, and publish articles.	Medium
Website/ Webpage	● Create an informative and user-friendly ERC website/webpage, featuring resources, FAQs, and contact information.	Medium
Forum(s)	● Collaborate with local organizations and community leaders to host town hall meetings, workshops, and seminars.	High
	● Organize and/or collaborate in the development of public forums and listening sessions to provide platforms for community members to voice their concerns and share experiences.	High
	● Facilitate workshops and training sessions on topics related to equal rights and advocacy.	High
	● Offer online webinars and live Q&A sessions to make information accessible to a broader audience.	High
	● Host “open house” event for the Equal Rights Commission.	Medium
Education/ Schools	● Develop partnerships with local schools and universities to conduct educational presentations and workshops.	Medium
	● Engage with schools, universities, and educational institutions to integrate equal rights education into curricula and activities.	High
Other Local Government	● Collaborate with other local government departments and agencies to amplify outreach efforts.	High
Community Events	● Participate in local events, fairs, and festivals to reach a wider audience.	Medium
	● Encourage community feedback through surveys, online forms, and public comment periods.	Medium

	● Stay updated on emerging events and technologies to adapt outreach methods accordingly.	Low
	● Collect and analyze feedback from the community through surveys and feedback mechanisms.	Medium
Local Organizations	● Build partnerships with community organizations, nonprofits, and advocacy groups to leverage their networks and resources.	High
	● Seek input from community stakeholders and partners to improve outreach efforts.	Medium
	● Partner with local organizations to host a series of proclamations.	High

Section 5: Evaluation Method

Section 6: Outreach Phase Plan (Example)

Phase 1: Internal Updates

Method	Activity
Website	- Update Commissioner Biographie
	- Update current initiatives
	- Add social media link/info
	- Add discrimination processes and links
	- Add other helpful tools/resource links
Email	- Update Commissioner email signatures
	- Add city logo in email signatures
Business Cards	- Print business cards for Commissioners

Phase 2: Create Evaluation Document

Method	Activity

Phase 3: Formal ERC Introduction to Public

Method	Activity
Social Media	- Take an ERC group photo
	- Post the photo of the Commissioners and share an introduction about the ERC on Facebook
	- Invite public to share events, news, and information with ERC through the ERC contact information on the website
	- Share the link to the updated ERC website and encourage site visit

Email	- Send emails to local partners and organizations to share the news of the updated website and share information about the ERC and it's ordinance
News Outlets	- Pitch to news stations about our visibility initiative

Phase 4: External Engagement

Method	**Activity**
Social Media	

Phase 5: Overall Evaluation and Report

Section 7: Timeline (Example)

Quarter 3 2023

July 2023				
Activity	**Date**	**Method**	**Strategy**	**Staff Support**
Update Website	7/24 - 7/28	Website	- Add Commissioner Biographies - Update current initiative - Add social media link -Add resource links	- Update website
Notify public of new ERC website/webpage	7/31	Social Media (Facebook)	- Post a photo of ERC members on Facebook (Green Bay Community Development FB?)	- Share photo of ERC members - Add webpage link in caption - Add Call to action (CTA) - Monitor engagement
		News Outlet	- Pitch to news stations about the ERC initiative and importance	- Draft a press release

August 2023				
Activity	**Date**	**Method**	**Strategy**	**Staff Support**

September				
Activity	**Date**	**Method**	**Strategy**	**Staff Support**
Hispanic Heritage Month Festival	September 15, 2023 (example date)	Social Media	- Share a post about the heritage month and highlight the event - Add a link in the post with more information	- Create an engaging social media post (photo) - Add link in caption - Post 1 week prior to the event - Monitor engagement
		Website/ Webpage	Share a link to find more information about the event	-Update ERC web page with the event link
		Community Event	-Commissioners attend event -Select Commissioners speak	

TO BE CONTINUED…

Report to the
Landmarks Commission of the City of Green Bay

MEETING DATE	PREPARED BY
August 1, 2023	Jason Flatt, Staff

AGENDA ITEM # Y.1

To approve the nomination of 414 North Maple Avenue to Green Bay's Local Register of Historic Places. (Public hearing held July 19, 2023)

BACKGROUND

The building at 412-414 N Maple Avenue has been identified by a member of the public as warranting local historic designation.

Per Green Bay Ordinance:
Sec. 44-1547. - Designation of historic structures, sites, and districts.
Pursuant to the provisions of Wis. Stats. § 62.23(7)(em) as it may be amended from time to time, the Landmarks Commission (LC) may after notice and public hearing designate a structure, site, or district as historic.
(1)Standards for designation. The designation may be applied to any area of particular historic, architectural, archaeological, or cultural significance to the City, including those that:
a. Exemplify or reflect the broad cultural, political, economic, or social history of the nation, State, or community;
b. Are identified with historic personages or with important events in national, State, or local history;
c. Embody the distinguishing characteristics of an architectural type or specimen inherently valuable for the study of a period, style, or method of construction or of indigenous materials or craftsmanship;
d. Are representative of the notable works of master builders, designers, or architects who influenced their age;
e. Have yielded or may be likely to yield information important to history or prehistory; or
f. Historic structures and sites which are on the National or State Register of Historic Places shall be designated as a City historic structure or site.
(2)The LC may adopt specific operating guidelines for historic structure, historic site, and historic district designation providing such are in conformance with this Article and Division 5 of Article II of this chapter.

Sec. 44-1548. - Procedure for nomination and designation of historic structures, sites, and districts.
The Landmarks Commission (LC) may after notice and public hearing nominate to the Common Council parcels for historic structure, site or district designation, or recommend rescinding such designation previously made upon application of the criteria herein. No such nomination or recommendation shall be final until approved by the Common Council. The procedure for designation of a historic district may be initiated by the LC or by property owners wishing to be included within a historic district.
(1) The LC shall notify the owners of record by first class mail, as listed in the office of the City Assessor, of all properties proposed for designation or inclusion within a proposed district and all properties within 100 feet of the proposed site or district's boundaries. These owners may confer with the LC prior to final action on the designation.
(2) The LC shall notify all Alderpersons of the proposed district, the Mayor, Director of Public Works, Director of Parks and Recreation Department, Development Services Manager, Zoning Administrator, and the Director of the Department of Community and Economic Development. Each may respond to the LC

with its comments on the proposed designation at or prior to the hearing.
(3) The LC shall conduct the public hearing. It may call witnesses, including experts, and may subpoena such witnesses and records as it deems necessary. The LC may view the properties in question and direct the conduct of an independent investigation into the proposed designation or rescission.
(4) After the close of the public hearing, the LC shall make and forward a recommendation to the Common Council. The owners of record of the above-referenced properties shall be notified in writing by the LC of the date, time, and place the Common Council will act on its recommendation.
(5) The Common Council shall approve or deny the recommendation of the LC.
(6) Upon approval by the Common Council of any nomination or recommendation of the LC, the historic structure, site, or district shall be designated as such on or removed from the City's official zoning map.

The building at 412-414 N Maple warrants local historic designation under ordinance sec. 44-1547, parts 1a. and 1e., as this building is the last of the original "Fort Howard" fort buildings that remains in Green Bay. This is elaborated by the Wisconsin Historical Society's Architecture & Historic Inventory, which states the following:
Architectural Engineering Significance: This building is reported to be the last remnant of the post-colonial period Fort Howard still extant on its original site and as such, it has considerable historic as well as architectural significance. The photo collections of the Wisconsin State Historical Society confirm that the building, which is unique to West Green Bay in style, is in fact, a remnant of Fort Howard. Historical Background The house at 412-414 N. Maple Avenue is undoubtedly one of the buildings of the Fort Howard military installation which operated from 1816 to 1852 as an active fort, and then mothballed from 1852 until its sale to the Chicago and North Western Railway Company in 1863. The fort itself was commissioned as a United Staes installation in 1816 following British evacuation. The British fort was built of logs, as were the buildings within the compound. In 1831, new frame buildings began to be constructed by the troops and some 13 were completed by 1835. It is this group of buildings from which the house at 412-414 Maple comes.

The question is then raised as to which of these buildings 412-414 is. Common wisdom has declared this to be the surgeon's quarters for the Fort and this building was used as the model for the recreation of Heritage Hill. However, discussions with the staff historian raise some doubts as to that claim. The title of Surgeon's quarters was a convenient one due to the proximity (approximately two blocks) of the old Fort Howard Hospital Building prior to its move to Heritage Hill. In fact, a 1935 newspaper photo refers to the building as an Officers' Quarters Building, and Historian James Hayward of Heritage Hill tends to agree due to the architectural characteristics of the building. Primary document searches do not provide a definite answer other than the surety that the building is from the Fort Howard group.

Historical Significance: The building at 412-414 N. Maple Avenue is considered significant as the last building on the west side which can be definitely traced to the fort Howard group of structures. Although it has been moved (as were all the buildings connected with the Fort), it has remained in the immediate vicinity of its construction site. By the same token, although the house had had some exterior renovation such as a dormer on the rear, a side oriel window and front entryway, the distinctive style of the Fort Howard group remains intact immediately identifying this house as part of that group.

The Fort Howard Surgeon's Quarters, presently located at 412-414 North Maple Avenue, was likely constructed along with the rest of Fort Howard. Non-extant Fort Howard was built on the site of the previous French Fort La Baye and renamed British Fort Edward Augustus. When the United States Army arrived at what is now Green Bay in 1816, they erected the small fort to oversee trade and movement at the mouth of the Fox River. In 1831, new frame buildings were constructed at Fort Howard to replace the older log ones. Approximately thirteen such buildings were constructed between 1831 and 1835 for the fort. The Surgeon's Quarter's was likely among these. The fort remained a military installation until 1852 when it was mothballed. The property was eventually sold to the Chicago and Northwestern Railroad in 1863. Following the end of the Civil War, the remaining buildings of the fort were moved by railway, which converted the site into railway stations and yards. The Surgeon's Quarters building was relocated in the late 1860s to a lot a few blocks away from the fort site. The building has been primarily used as a duplex and

apartments for the last 150 years. The building is a republican period Greek Revival style house with a shed dormer roof and simple colonnade. It appears likely that the foundation, siding, openings, and even interior layout have changed since its original construction. The exact original function of the building is in doubt since it could easily have served as officer's quarters or similar use; however, the building certainly originated with the Fort Howard instillation. All the extant buildings related to Fort Howard were moved from their original locations onto lots in the surrounding neighborhoods on the west side of Green Bay. Typically, remaining near the original fort site. It is possible that the Chicago and Northwestern Railroad when it acquired the land of the former fort, rolled the existing buildings onto empty adjacent lots from 1868 to 1871. People then purchased them and moved them to their preferred locations. Several of the remaining buildings of Fort Howard were moved to Heritage Hill State Park in the neighboring Village of Allouez in 1975. These remnant buildings are listed on the National Register of Historic Places despite being moved from their original locations. The Fort Howard Surgeon's Quarters is the last remaining Fort Howard building that remains at its second, or possibly third, site. The Fort Howard Surgeon's Quarters building is significant under Criterion D: as a likely source of important information regarding the construction methods and daily life at Fort Howard from 1831 to the 1850s. The period of significance for the property would extend from 1831 to 1852 when the fort was shuttered.

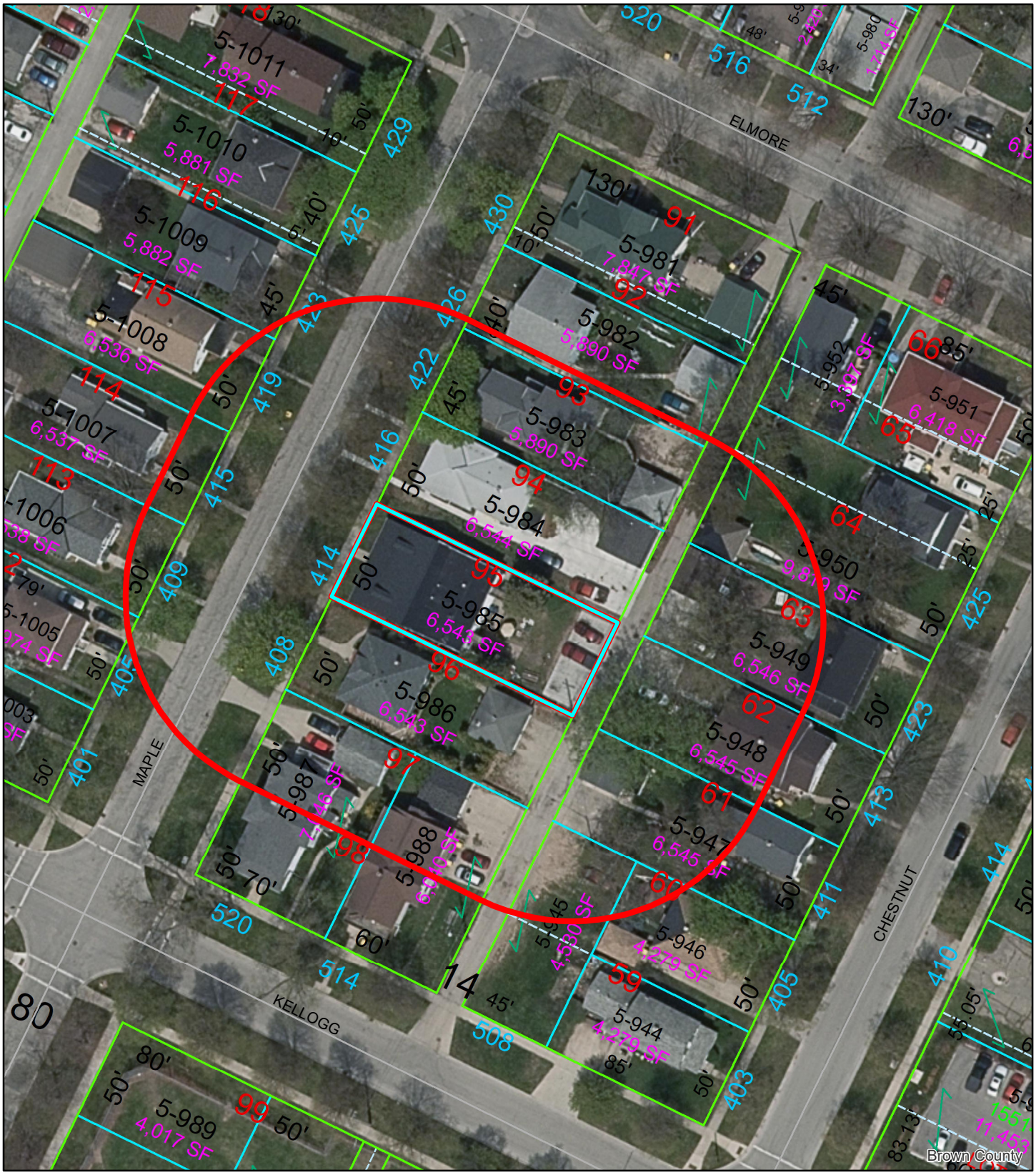
RECOMMENDATION

LC staff recommends initiating the nomination procedure for 412-414 North Maple Avenue for local historic designation. This recommendation is based on the building's importance in: 1) local history, 2) the historic identity of the Fort Howard community, and 3) its National Register of Historic Places eligibility under Criterion D, verified by the State Historic Preservation Officer during a site visit in 2021 to confirm the findings of the Green Bay Architectural and Historical Intensive Survey Report Phase 1.

FISCAL IMPACT

ATTACHMENTS

1. 414 N Maple, Map
2. 414 N Maple Pic



Local Nomination of Historic Place
414 N Maple Avenue

Feet
0 15 30 60

N

414 N Maple Avenue

100-ft. Notification Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only.The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 11 Jul 2023 X:\Planning\Basemaps\template_8.5x11.mxd

Detail Summary of Projects Issued

6/1/2023 to 6/30/2023

Proj #	Address	Owner	Applicant	Fees Paid	Estimated $	Status
112401	443 HARVEST RD ..21-7965	DEAN & HEIDI L HILBERT		$1,614.58	$462,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME WITH ATTACHED GARAGE						
112416	508 KELLOGG ST..5-945	CHRIS PROPERTIES LLC		$898.90	$165,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME						
112817	1751 EAST SHORE CIR..21-434	JOHN R & LOUANN KRAFT		$1,833.25	$673,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME WITH ATTACHED GARAGE						
112921	1203 BAY MIST DR..21-8410	LARGO RIDGE DEVELOPMENT LLC		$1,269.78	$262,739.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME WITH ATTACHED GARAGE						
112922	1125 BAY MIST DR..21-8409	LARGO RIDGE DEVELOPMENT LLC		$1,188.33	$0.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME WITH ATTACHED GARAGE						
113062	420 BRADLY CT..21-8400	GREEN VIPER INC		$1,443.10	$650,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME WITH ATTACHED GARAGE						
112004	706 S BAIRD ST..17-449-1	SUNSET HOLDINGS LLC		$155.00	$1.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL *BLDG PERMIT & FLOOR PLAN REQUIRED - sent 6/19/23, see drag file per Tim issue the plumbing permit right away						
112550	1738 EASTMAN AV..19-421	PETER & SARAH OLSON		$50.00	$5,700.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW						
112664	554 CORNELIUS DR..21-4119	MARCUS A KRAUSE, ETAL		$230.00	$45,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FIRE RESTORATION						
112730	1177 LIBERTY ST..1-2463	HIGH 5 EVENTS LLC		$303.80	$17,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT TO INCLUDE BATHROOM AND THREE BEDROOMS						
112748	926 DEWCLAW ST..21-4220	TODD M & GENELYN HARTFORD		$50.00	$7,781.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW						
112772	2958 EMMALANE DR..21-817-19	GINA M & DAVID W RICHERT		$50.00	$9,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ALTERATIONS						
112836	930 APHRODITE RD..21-4275	RANDALL L REED		$50.00	$1,600.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW						
112847	219 S QUINCY ST..14-468	CASSANDRA JOAN JOHNSON		$75.00	$2,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ALTERATIONS						
112856	2631 E GLACIER DR..21-5911	LISA & ANDREW N MAYNARD		$50.00	$5,600.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW						

112861 1520 N BAY HIGHLANDS DR..21-5790 — MACKENZIE & COREY BROEREN — $50.00 — $4,500.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ALTERATIONS

112868 201 SCHOBER ST..21-2475-25 — DAVID P DECHAMPS — $50.00 — $6,600.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW

112888 3461 BAYWATCH DR..22-1766 — DAVID J & INGRID L REINHARDT — $50.00 — $2,000.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW

112891 2240 SUNRISE CT..21-819-24 — CHRISTOPHER P PIEPENBURG, ETAL — $100.00 — $12,909.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR PANELS

112927 1043 WESTERN AV..3-721-A — WILSONEDITION LLC — $155.00 — $2,500.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ALTERATIONS

112957 1230 DOBLON ST..20-408 — JORGE L JUAREZ — $50.00 — $1.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW

112983 922 VENUS DR..21-4300 — JANE M & KURT W ADAMSON — $180.00 — $30,000.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL

113008 886 HUBBARD ST..5-553 — BRAYDEN T & AMY M WHITMAN — $205.00 — $50,000.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL

113031 2492 PARKWOOD DR..6H-2383 — JEFFERY A & CAROLINE GILDERSONDUWE — $150.00 — $9,000.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] CONVERT LAUNDRY AREA TO SHOWER

113066 1209 THORNDALE ST..1-2171 — MATTHEW PEARSON, ETAL — $380.00 — $4,000.00 — Closed
[2-434 - Residential - Alteration - 1 -2 Family House] UNPERMITTED BASEMENT FINISH *DOUBLE FEE

113069 1080 ELMORE ST..5-806 — MARJORIE L & ARCHIE T BELLOW — $75.00 — $6,500.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] NEW PATIO DOOR AND NEW HEADER WHERE TWIN WINDOWS ARE

113097 1500 10th AV..1-1764 — LARRY & KRISTI CARLINE — $50.00 — $1,500.00 — Closed
[2-434 - Residential - Alteration - 1 -2 Family House] REMOVE WINDOW AND INSTALL SLIDING DOOR WITH SAME HEADER

113100 1149 WEISE ST..20-443 — 1019 N DIVISION LLC — $100.00 — $8,000.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ALTERATIONS

113148 1007 IRENE ST..21-5723 — LAURA C NEVILLE — $50.00 — $1.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW

113159 2920 PARKWOOD DR..6H-1211-3 — MONTY & SANDRA ROLOFF — $100.00 — $800.00 — Closed
[2-434 - Residential - Alteration - 1 -2 Family House] REMOVING ELEVATOR AND INSTALLING STAIRS

113195 150 N ASHLAND AV..4-173 — DOUGLAS W & JACQUELYN A HANUS — $75.00 — $4,200.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPLACE BACK STAIRS

113278 1904 DECKNER AV..21-2289 — SCOTT B MARTEL — $301.14 — $170,000.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REBUILD AFTER A FIRE

113290 1204 THORNDALE ST..1-2157 — HEAT PROPERTIES LLC — $330.00 — $8,000.00 — Pending
[2-434 - Residential - Alteration - 1 -2 Family House] UPDATING AND REMODELING

110349	1220 DOTY ST..14-1353	REYNALDO DELGADILLO HARO	$0.00	$350.00	Withdrawn
[7-1 - Deck, Porch, Patio, Ramp (Residential)] COVERED DECK NEW OWNERS					
112619	2618 VAN BEEK RD..21-5202	MICHAEL F & PATRICIA M MCKEOUGH	$100.00	$15,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
112620	553 WINGATE ST..21-7047	PATTY L & TIMOTHY M AHTONEN	$100.00	$0.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
112704	941-943 DIVISION ST..5-449	JAMES CRAMER	$80.00	$0.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO ALTERATIONS					
112820	3126 EASTBREEZE LN..21-5337	ANDREW KONOP	$50.00	$3,200.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
112822	1253 9th ST..1-428-C	MARINA RAMIREZ	$50.00	$2,400.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
112851	1021 MARQUETTE AV..2-963	BRIANNA GROSSO	$75.00	$0.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
112882	1655 LILAC LN..21-1514-K-2	EDGAR I LOPEZ-JIMENEZ	$50.00	$7,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIOS					
112895	2551-2553 TROJAN DR..6H-2071	DHG PROPERTIES LLC	$50.00	$4,350.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] RAMP					
112903	459 BELLEVUE ST..21-1275-2	ARTHUR C & ANGELA B BIRKETT	$100.00	$5,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PORCH					
112916	3367 PAULA ST..22-2178	LINDSAY & CODY J SANDAHL	$100.00	$5,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
112952	560 SUNRISE CIR..21-2916	KATHERINE M & CHARLS S FRISK	$100.00	$11,875.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PERGOLA					
112973	1759 FIESTA LN..21-1110-M-106	YOUA V & TOU FU YANG	$50.00	$4,200.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
112980	2810 ST. ANN DR..21-1111-D-82	CARRIE J & KEVIN R TESCH	$50.00	$1.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO FOR PERGOLA					
113087	843 S MAPLE AV..2-207	MATTHEW J & MELISSA M UMENTUM	$150.00	$500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] SIDE PORCH - ALREADY BUILT					
113127	219 S HENRY ST..21-1514-11	LUZ M M FLOR	$50.00	$5,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO/WALKWAY					
113129	145 S TAYLOR ST..6-1889	WANDA L & ROBERT J NEUMAN	$75.00	$10,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
113137	841 MARVIN LN..21-1111-D-246	WILLIAM L JANTELEZIO, ETAL	$100.00	$25,034.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					

113164	1113 10th AV..1-235	JAMIE L WERTEL	$75.00	$4,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PORCH *still owes $25, request sent 6/30 via email					
113179	452 POLARIS RD..21-3810	JESSICA & ABRAHAM RUBIO	$50.00	$2,100.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO, WALKWAY, GAZEBO					
113245	3118 WEST POINT RD..6H-4403	COREY A & TRACEY L SCHROEDER	$150.00	$20,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
113303	1373 LIBERTY ST..6-1347	JEREMY & ELISABETH CARRASCO	$50.00	$5,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE DAMAGED CONCRETE PORCH AND WALKWAY					
113099	711 HUBBARD ST..4-135	CARLOS HURTADO OCHOA	$50.00	$1,500.00	Pending
[9-645 - Raze - Building or Structure (Residential)] GARAGE RAZE CONCRETE CHANGES REQUIRE CONFORMANCE OR VARIANCE					
113217	715 IRVINGTON ST..6-424	ERIC SCHMOLL	$50.00	$1,000.00	Pending
[9-649 - Demolition - Interior (Residential)] INTERIOR DEMO					
113338	3021 SONORAN CT..6H-4186	DESTIN M PETERSON	$150.00	$25,000.00	Pending
[9-645 - Raze - Building or Structure (Residential)] RAZE					
109676	1702 PREBLE AV..19-367	EFRAIN & NATALIE MARQUEZ MENDOZA	$50.00	$500.00	Pending
[11-1 - Fence (Residential)] 6 FT. WOOD FENCE					
110756	3066 SANDIA DR..6H-3001	JOSEPH R & DAWN L GIESBERS	$105.00	$18,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 20' X 20' GARAGE ADDITION					
112298	2812 UNIVERSITY AV..21-429-8-1	ROBERT C OMALLEY	$100.00	$16,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY					
112301	3036 HUMBOLDT RD..21-325	MARCOS ADAN SIGALA & MA DE JESUS RODRIGUEZ ESTEVEZ	$50.00	$4,200.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					
112567	1415 BEECH TREE DR..6H-1704	JORGE & BRITTENY L SUAREZ-MARTINEZ	$50.00	$0.00	Pending
[11-1 - Swimming Pool (Residential)] POOL					
112691	2825 UNIVERSITY AV..21-429-4	PATRICK D & TERESA A BORZICK	$50.00	$20,000.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
112692	1117 S ROOSEVELT ST..17-246	LARAE A GOWER	$50.00	$31,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
112731	2625 DECKNER AV..21-317-2	DAVID J & DAWN M TESKE	$75.00	$4,600.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED					
112733	125 S CLAY ST..14-951	PETER D KOWALSKI	$50.00	$10,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] REPAIR GARAGE					
112746	1135 S GREENWOOD AV..1-523	JUSTIN & ASHLEY GRIFFIN	$50.00	$6,679.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
112762	2626 FORESTVILLE DR..6H-1772	JOSEPH F & JANE F SEILER	$50.00	$9,650.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY					

112763 467 HEYRMAN ST..21-1280 — DEAN J KREFT — $100.00 — $20,000.00 — Pending

[11-1 - Z - Misc Project Not Listed (Resiential)] ROOF, WINDOWS, POWER VENTED WATER HEATER & CHIMNEY REMOVAL

112780 1650 FIESTA LN..21-460-2-4 — EDDIE A MARTINEZ, ETAL — $100.00 — $20,000.00 — Pending

[11-1 - Garage/Carport/Shed (residential)] GARAGE
REPLACE CONCRETE IN DRIVEWAY

112781 569 EDGEWOOD DR..21-504 — JOSHUA D & ELIZABETH C WITHINGTON — $50.00 — $4,500.00 — Pending

[11-1 - Garage/Carport/Shed (residential)] SHED
size change to 8 x 12 fee $50

112783 610 9th ST..1-749 — JOSIAH JOHN & HANNAH IRENE VANDEHEI — $75.00 — $2,500.00 — Pending

[11-1 - Foundation Repair (Residential)] BASEMENT FOUNDATION REPAIR

112790 602 VICTORIA ST..21-4751 — JAVIER HERMANDEZ-DIAZ — $50.00 — $15,600.00 — Closed

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

112791 2122 9th ST..6H-1091-4 — DIETRICH J HARPER — $50.00 — $15,000.00 — Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

112792 824 SPENCE ST..2-1366 — JAMES COOLEY — $50.00 — $2,900.00 — Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY & PATIO

112800 1241 RIDGEDALE CT..1-1370-B-1 — SASHA & JACOB WOMELDORF — $50.00 — $8,091.00 — Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

112810 2944 MILKY WAY DR..6H-3588 — RONALD L & EILEEN S JONET — $75.00 — $20,000.00 — Pending

[11-1 - Garage/Carport/Shed (residential)] SHED

112821 1638 JUNIPER DR..21-1110-M-27 — JOSHUA A GUELLER, ETAL — $50.00 — $9,200.00 — Pending

[11-1 - Fence (Residential)] FENCE

112845 1339 WESTERN AV..3-1206-A-1 — JASON J & REBECCA L CHARLES — $180.00 — $87,000.00 — Pending

[11-1 - Garage/Carport/Shed (residential)] GARAGE

112857 982 HOLZER ST..18-823 — STACY R DITZMAN — $50.00 — $12,455.45 — Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

112862 1326 WIRTZ AV..1-295 — SHANE A & AMY S WILLEMON — $50.00 — $29,000.00 — Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

112863 127 ALLEN AV..21-88-7 — PAULA A OLIG — $50.00 — $19,000.00 — Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

112864 109 WOODLAWN AV..3-1082 — STEPHEN E & PHYLLIS J FRANCIES — $50.00 — $13,000.00 — Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

112865 927 MEACHAM ST..2-1240 — MANUEL ROMO — $50.00 — $22,000.00 — Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

112871 1215 SMITH ST..7-395 — JUAN P RODRIGUEZ ORTIZ — $50.00 — $10,000.00 — Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

112872 816 WINFORD AV..18-908 — LUKE BENES — $50.00 — $300.00 — Pending

[11-1 - Fence (Residential)] FENCE

112879 1861 NEAL CT..21-2971 — KIMBERLY YANG, ETAL — $50.00 — $1.00 — Pending

[11-1 - Fence (Residential)] FENCE

112885 931 COPPENS RD..18-835-B — FRANCIS M WOYAK — $50.00 — $2,800.00 — Pending
[11-1 - Fence (Residential)] FENCE

112887 3461 BAYWATCH DR..22-1766 — DAVID J & INGRID L REINHARDT — $50.00 — $1,500.00 — Pending
[11-1 - Fence (Residential)] FENCE

112889 1033 KLAUS ST..20-260 — KEVIN G & TAMMY L GONION — $50.00 — $2,000.00 — Pending
[11-1 - Fence (Residential)] FENCE

112892 2771 HE-NIS-RA LN..6H-2414 — CHAD D & LAURA A CLEMENTS — $50.00 — $3,500.00 — Pending
[11-1 - Fence (Residential)] FENCE

112893 2330 MANITOWOC RD..21-132-7 — YANG VUE — $50.00 — $3,500.00 — Closed
[11-1 - Fence (Residential)] FENCE

112896 1702 HAROLD ST..19-497 — EMILEE TRATAR — $50.00 — $3,500.00 — Closed
[11-1 - Fence (Residential)] FENCE

112906 1440 SMITH ST..19-17-A — RUESCH PROPERTIES LLC — $50.00 — $5,000.00 — Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

112915 1769 WESTERN AV..6-122-A-1 — BONNIE VANRITE — $50.00 — $500.00 — Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] right side driveway exp

112917 1363 ROCKDALE ST..6-854 — BRANDON & HALEY LESSOR — $50.00 — $3,500.00 — Pending
[11-1 - Fence (Residential)] FENCE

112928 1352 ST. CLAIR ST..14-53 — LEE ANN L LAES — $75.00 — $1.00 — Pending
[11-1 - Z - Misc Project Not Listed (Resiential)] ROOF - DORMER

112929 208 OAK GROVE AV..21-2396 — JODI L & WESLEY J DELVEAUX — $50.00 — $6,500.00 — Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY

112931 1219 DOTY ST..14-1387 — NICKLAUS M & AMANDA I JOHNSON — $50.00 — $3,580.00 — Pending
[11-1 - Fence (Residential)] FENCE

112955 415 13th AV..3-837 — MICHELLE N MARTINE — $50.00 — $18,000.00 — Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

112964 200 N FISK ST..6-104 — GLORIA & KEVIN SRENASKI — $150.00 — $30,000.00 — Pending
[11-1 - Garage/Carport/Shed (residential)] REMOVE & REBUILD GARAGE

112968 1260 THORNDALE ST..1-2179 — TRICIA L GARRISON LIVING TRUST — $50.00 — $8,257.00 — Pending
[11-1 - Fence (Residential)] FENCE

112969 1001 LINCOLN ST..18-109 — ADAM & KIMBERLY WASIELEWSKI — $50.00 — $10,700.00 — Pending
[11-1 - Fence (Residential)] FENCE

112971 164 WINCHESTER WAY..21-4043 — ALLAN J & NAN A PAHL — $50.00 — $7,000.00 — Pending
[11-1 - Garage/Carport/Shed (residential)] 10 x 12 shed

112972 1821-1823 ARGONNE DR..6-2704 — MARY ANN C WOODWORTH — $100.00 — $16,850.00 — Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY

112977 247 REIMER AV..21-1714-C-10	MARIA Y SANCHEZ CURIEL	$50.00	$500.00	Pending
[11-1 - Fence (Residential)] FENCE				
112981 1125 REBER ST..20-69	HUMBERTO QUIRINO LAMAS, ETAL	$50.00	$6,000.00	Pending
[11-1 - Fence (Residential)] FENCE				
112986 1706 DEBRA LN..21-1111-P-61	TIM A RAY	$50.00	$6,723.07	Pending
[11-1 - Fence (Residential)] FENCE				
112987 2552 CARMEL LN..21-4666	JOEL E & ANNMARIE GRAVES	$50.00	$500.00	Pending
[11-1 - Fence (Residential)] FENCE				
112988 1837 EASTMAN AV..21-1187-1	JORGE SANCHEZ RAMIREZ, ETAL	$50.00	$3,000.00	Pending
[11-1 - Fence (Residential)] PATIO				
113003 1626 CAREFUL DR..6-1660-13	TERESA M & PATRICK D CHALLE	$50.00	$11,400.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY				
113004 1229 11th AV..1-194	PAUL R & JASMINE M LONG	$50.00	$1,000.00	Closed
[11-1 - Fence (Residential)] FENCE				
113014 1412 GRIGNON ST..17-626	DAVID J PAIDER	$50.00	$17,340.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
113015 3001 FINGER RD..21-6968	RONALD J & SHERYL A DELFOSSE	$50.00	$5,100.00	Closed
[11-1 - Fence (Residential)] FENCE				
113016 1203 PARK ST..18-1053	JENNIFER & MATTHEW LIEBERENZ	$100.00	$22,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 24 x 30 garage/driveway				
113019 1214 GROSS AV..1-156	KRISTEN A OXENFORD	$50.00	$5,154.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
113020 1024 REDWOOD DR..1-1850	CYNTHIA A BERCEAU	$50.00	$5,734.00	Pending
[11-1 - Fence (Residential)] FENCE				
113021 543 MASTERS LN..21-4130	ERVIN VILLANUEVA PADIN	$50.00	$7,000.00	Pending
[11-1 - Fence (Residential)] fence/concrete patio/driveway exp				
113027 2760 WOODSTOCK CT..21-4952	MARK A & REBECCA J CIESLEWICZ	$50.00	$6,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY				
113030 3401 EDINBURGH RD..22-1515	ANN & WILLIAM SALLAK	$50.00	$3,909.00	Pending
[11-1 - Fence (Residential)] FENCE				
113032 3489 WIGGINS WAY..22-1742	ANTHONY T & AMANDA M KIRSTEN	$50.00	$5,615.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED				
113033 1258 PORLIER ST..17-305	SARAH M SMITS	$50.00	$2,650.00	Pending
[11-1 - Fence (Residential)] FENCE				
113039 1460 KELLOGG ST..6-1863	TAYLOR & RACHEL KROLL	$50.00	$5,400.00	Closed
[11-1 - Fence (Residential)] FENCE				

113047 132 JACOB ST..21-1775 — JOSE GUADALUPE GARICA & MARTHA RIVERA — $50.00 — $1,900.00 — Pending
[11-1 - Fence (Residential)] FENCE

113048 3177 E OTTERTAIL CT..21-5306 — ZACHARY W & SAMANTHA J NASTO — $50.00 — $7,954.00 — Pending
[11-1 - Fence (Residential)] FENCE

113067 200 ELK CT..21-1176-C-12 — HALE JOHN M & MARIANTHE P REVOCABLE TRUST — $75.00 — $7,653.00 — Pending
[11-1 - Garage/Carport/Shed (residential)] 12 x 16 shed

113075 477 BETH CT..21-6390 — ETHAN A & MAKAYLA R MERCER — $50.00 — $9,100.00 — Closed
[11-1 - Fence (Residential)] FENCE

113084 1496 ELIZA ST..17-979 — JERSON Y CRUZ IBARRA — $50.00 — $26,024.00 — Pending
[11-1 - Fence (Residential)] FENCE

113086 1759 FIESTA LN..21-1110-M-106 — YOUA V & TOU FU YANG — $50.00 — $4,790.00 — Pending
[11-1 - Garage/Carport/Shed (residential)] SHED

113090 1080 ELMORE ST..5-806 — MARJORIE L & ARCHIE T BELLOW — $50.00 — $4,400.00 — Pending
[11-1 - Fence (Residential)] FENCE

113093 2200 MAHON CT..21-817-11 — THOMAS N ANDERSON — $50.00 — $6,670.00 — Pending
[11-1 - Fence (Residential)] FENCE

113094 716 GRAY ST..18-1419 — JOHN D FRASSRAND — $75.00 — $9,000.00 — Pending
[11-1 - Garage/Carport/Shed (residential)] GARAGE

113104 201 S ONEIDA ST..3-269 — THOMAS M TILLEMAN — $50.00 — $1,300.00 — Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] EXPAND DRIVEWAY

113108 1378 THRUSH ST..18-1478 — KAREN C BEAM — $50.00 — $4,900.00 — Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION
LEFT VOICEMAIL TO CALL OR PICK UP 6/20/23

113111 1136 OREGON ST..5-696 — SPENCER B & SANDRA C FULWILDER — $50.00 — $5,272.00 — Pending
[11-1 - Garage/Carport/Shed (residential)] SHED

113114 1369 VANDERBRAAK ST..21-1677 — DANIELLE WITAK, ETAL — $50.00 — $10,000.00 — Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

113115 1409 ELM ST..8-156 — CARMEN MARIA VALENTIN CARLO — $50.00 — $6,000.00 — Pending
[11-1 - Fence (Residential)] FENCE

113132 1486 MORROW ST..8-54 — ANA A & CARLOS NAVARRO RIVAS — $50.00 — $3,000.00 — Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

113134 1119-1121 LAURA ST..21-1110-M-104 — LUIS A ALVARDO VILLANUEVA — $50.00 — $6,000.00 — Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY, FENCE AND MISC

113135 719 S OAKLAND AV..2-316 — PAUL W BUCHBERGER — $50.00 — $6,000.00 — Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

113138 2805 W CARRERA CT..22-1656 — GREGORY R & NICOLE L VIG — $50.00 — $13,000.00 — Pending
[11-1 - Fence (Residential)] FENCE

113147 1841 OAKDALE AV..21-1854	GREEN BAY REAL ESTATE LLC	$50.00	$600.00	Pending
[11-1 - Fence (Residential)] FENCE				
113151 2964 S TELEMARK CIR..6H-4087-47	JOHN P & PATTI M TEMPLETON	$50.00	$12,000.00	Pending
[11-1 - Fence (Residential)] FENCE				
113158 803 ERNST DR..6-770	SUSAN A LAAMANEN	$50.00	$5,750.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]				
113166 418 ROBERT LN..21-3879	JORGE LUIS & LUIS ROBERTO RIVERA ACHECAR	$50.00	$6,046.00	Pending
[11-1 - Fence (Residential)] FENCE				
113167 428 STEVEN ST..6-2445	CHRISTOPHER W DANZ	$50.00	$10,840.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
113173 564 PETERS ST..21-2216-7	CHUE YANG	$100.00	$1.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] PLAN AMMNEDED TO MEET CODE				
113187 1255 HICKORY HILL DR..1-1709	RONALD G & CAROL A COUILLARD	$50.00	$3,725.00	Pending
[11-1 - Fence (Residential)] FENCE				
113188 2775 WEST POINT RD..6H-1227-11	STEVEN J HARVEY	$50.00	$3,500.00	Pending
[11-1 - Z - Misc Project Not Listed (Resiential)] 12X16 MANUFACTURED GAZEBO WITH METAL ROOF				
113190 609 S CLAY ST..14-1113	JOSE LUIS & HEATHER BAHENA RODRIGUEZ	$50.00	$6,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY				
113194 1220 DOTY ST..14-1353	ROSI E DIAZ MEZA	$50.00	$1,200.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION				
113216 1790 7TH ST..6-2067	ALEX CENDEJAS	$50.00	$9,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACING DRIVEWAY				
113221 605 SUMMER WINDS DR..21-7075	RAMIREZ LIZBETH GUARDIANSHIP ESTATE	$50.00	$3,787.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED				
113222 2112 PACKERLAND DR..6H-3377	AMIT & CHIRSMITA & SAVITA GUPTA	$50.00	$3,000.00	Pending
[11-1 - Fence (Residential)] FENCE				
113225 1160 13th AV..1-729	ZACHARY COTTER	$50.00	$3,000.00	Pending
[11-1 - Fence (Residential)] FENCE				
113237 3688 CHURCH RD..22-2109	ELLIOT D & SARA K HEATH	$75.00	$1,200.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED				
113244 965 HICKORY HILL DR..1-23	EMMA L & ROBERT J FLEMING	$50.00	$2,736.00	Pending
[11-1 - Fence (Residential)] FENCE				
113252 1963 WOOD LN..6H-1270-5	DEBORAH B WILLETTE	$50.00	$1,000.00	Pending
[11-1 - Fence (Residential)] FENCE				
113259 121 WOODLAWN AV..3-42	MICHAEL & KATHY PICKETT	$50.00	$14,896.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY				
113272 2086 CANDLE WAY..6H-3356	MATTHEW P & STARR L DALY	$50.00	$10,000.00	Pending

[11-1 - Fence (Residential)] FENCE

113324 1515 EASTMAN AV..21-1198-1 — CHARLES R & BETH A LONGLEY — $50.00 — $14,000.00 — Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] replace driveway

113327 1016 HOWARD ST..3-279 — TODD M MUELLER, ETAL — $50.00 — $4,000.00 — Pending

[11-1 - Fence (Residential)] FENCE

113334 2919 SUSSEX RD..22-2084 — JENICA A & MATTHEW R WAGNER — $50.00 — $4,000.00 — Pending

[11-1 - Fence (Residential)] FENCE

113341 966 LIBERTY ST..1-1364-B — DOREEN EASTMAN — $50.00 — $14,000.00 — Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY, GARAGE, WALKWAY AND FENCE

112363 2540 UNIVERSITY AV , 301-310..21-301 — UHAGB LLC — $9,178.02 — $0.00 — Pending

[30-105 - Commercial - New - 5 or More Family Building] SEPARATE PERMITS FOR EACH BLDG
BLDG 3, 5, 6, 8 & 17 building plan reviewed uner this permit.

112367 2540 UNIVERSITY AV , Unit: 1701-1710..21-301 — UHAGB LLC — $8,578.02 — $1,400,000.00 — Pending

[30-105 - Commercial - New - 5 or More Family Building] 10 UNIT APARTMENT BUILDING

112376 2540 UNIVERSITY AV , Unit: 701-717..21-301 — UHAGB LLC — $11,759.85 — $2,400,000.00 — Pending

[30-105 - Commercial - New - 5 or More Family Building] 17 Unit Apartment Building

112387 2540 UNIVERSITY AV , Unit: 401-417..21-301 — UHAGB LLC — $13,209.85 — $0.00 — Pending

[30-105 - Commercial - New - 5 or More Family Building] 17 Unit Apartment

112720 240 N BROADWAY..4-65 — BFAM LLC — $2,584.46 — $1,000,000.00 — Pending

[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] PHASE 3 - 6 APARTMENTS ON 2ND FLR

113110 2540 UNIVERSITY AV , 501-510..21-301 — UHAGB LLC — $6,978.02 — $1,400,000.00 — Pending

[30-105 - Commercial - New - 5 or More Family Building] BLDG #5 - 10 UNITS

113112 2540 UNIVERSITY AV , Unit: 601-610..21-301 — UHAGB LLC — $6,978.02 — $1,400,000.00 — Pending

[30-105 - Commercial - New - 5 or More Family Building] BLDG #6 - 10 UNITS

113113 2540 UNIVERSITY AV , Unit: 801-810..21-301 — UHAGB LLC — $6,978.02 — $1,400,000.00 — Pending

[30-105 - Commercial - New - 5 or More Family Building]

113231 401 N WASHINGTON ST..12-184-A — VAST PROPERTIES 801 LLC — $430.00 — $5,000.00 — Pending

[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] UNIT 510 - CHANGE OF USE TO APARTMENT

113238 414 S WEBSTER AV..14-769 — BLUE FOYER LLC — $70.00 — $6,362.00 — Pending

[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] DECK ALTERATIONS

113251 1340 S HURON RD ..21-183 — MOSKI CORP — $310.00 — $45,000.00 — Pending

[30-105 - Commercial - New - 5 or More Family Building] FOOTING/FOUNDATION ONLY 18 Units- BLDG 1

111600 1520 SOUTH POINT RD..6H-1187 — GREEN BAY CITY OF HE NIS RA PARK/WATER TOWER — $388.57 — $475,000.00 — Pending

[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)] EC APPROVED 3/30/23
EC APPROVAL REVISED 6/13/23
$5000 SWB
PARKING LOT AND TRACK FIELD ONLY NO BUILDING

111880 2414 E MASON ST..21-126-11-1 — GB REAL ESTATE INVESTMENTS LLC — $5,386.50 — $2,000,000.00 — Pending

[31-327 - Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)] EC APPROVED 5/5/23

112041	1482 W MASON ST..6-144-G	MIDLAND MASON ST ASSOCIATES	$2,033.95	$0.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TENANT ALTERATIONS - WELLS FARGO					
112043	1124 N BAIRD ST..21-1199	WAEGHE PROPERTIES LLC	$1,747.84	$575,500.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] EC APPROVED 5/8/23 Variance APPROVED 05/15/2023					
112391	2222 DECKNER AV..21-1178	GREEN BAY AREA PUBLIC SCHOOL DISTRICT PREBLE	$8,211.94	$772,224.00	Pending
[31-329 - Commercial - New - Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).] EC APPROVED 6/8/23					
112458	119 N MONROE AV..11-203	COWLES LIMITED PARTNERSHIP ETAL	$140.00	$14,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] AWNING REPAIR					
112460	2448 UNIVERSITY AV , Unit: SUITE 2..21-1251-A	UNIVERSITY AVENUE CENTER LLC	$1,983.09	$439,039.57	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TENANT ALTERATIONS - WELLS FARGO					
112517	318 S WASHINGTON ST..13-8	RIVER EAST 318 LLC	$760.00	$75,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] DIVIDING 3RD FLR FOR 2 TENANTS					
112596	1871 SHAWANO AV..6-256	KT REAL ESTATE HOLDINGS LLC	$610.00	$200,000.00	Pending
[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] FREEZER/COOLER ADDITION					
112600	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	$5,117.13	$1,417,220.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] BLDG SC LEVEL 3 REMODEL					
112834	120 SIEGLER ST..6-260-2	LIN PROPERTIES LLC	$2,111.12	$775,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] OFFICE ALTERATIONS					
112866	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	$694.00	$350,000.00	Pending
[31-324 - Commercial - New - Office, Bank, Professional (offices, professional buildings, administration buildings, financial institutions, medical office buildings)] BLDG 167 - OFFICE BLDG within the BLDG					
113203	722 BODART ST..10-6	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	$70.00	$55,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] REPLACE FRONT WINDOWS/DOOR					
113308	1340 S HURON RD ..21-183	MOSKI CORP	$240.00	$32,000.00	Pending
[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)] GARAGE PLAN COVERS ALL THE GARAGES					
113310	1350 S HURON RD ..21-183	MOSKI CORP	$140.00	$32,000.00	Pending
[31-438 - Commercial - New - Garage or Carport] GARAGE					
113312	1400 S HURON RD ..21-183	MOSKI CORP	$140.00	$32,000.00	Pending
[31-438 - Commercial - New - Garage or Carport] GARAGE					
113315	1430 S HURON RD ..21-183	MOSKI CORP	$140.00	$32,000.00	Pending
[31-438 - Commercial - New - Garage or Carport] GARAGE					
113316	1330 S HURON RD ..21-183	MOSKI CORP	$140.00	$32,000.00	Pending
[31-438 - Commercial - New - Garage or Carport] GARAGE #1					
113318	1330 S HURON RD ..21-183	MOSKI CORP	$140.00	$32,000.00	Pending
[31-438 - Commercial - New - Garage or Carport] GARAGE #2					
112351	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	$45,927.16	$41,512,356.00	Pending
[33-320 - Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)] BLDG 167 - CONVERTING					

111767 2765 SUSSEX RD..22-197-1 — GREEN BAY AREA PUBLIC SCHOOL DISTRICT — $403.00 — $675,000.00 — Pending

[34-1 - Roofing (Commercial)] EC APPROVED 4/11/23

111768 2222 DECKNER AV..21-1178 — GREEN BAY AREA PUBLIC SCHOOL DISTRICT PREBLE — $400.00 — $500,000.00 — Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] VARIANCE REQUESTED-APPROVED EC APPROVAL 5/9/23

112518 333 S WEBSTER AV..14-901 — KATHERINE N KNEDLE — $70.00 — $7,405.00 — Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] Variance Approved 05/15/2023

112667 1629 MAIN ST..21-2005-3 — TODD W JEROVETZ — $140.00 — $25,000.00 — Pending

[34-1 - Cell Tower - Alteration to Existing (Commercial)] VERIZON TOWER MODIFICATIONS

112923 2056 MAIN ST..21-1361-3-6 — C&H ENTERPRISES LLC — $70.00 — $67,715.00 — Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE PARKING LOT

113070 1240 E MASON ST..14-1210 — MANCHESKI PROPERTIES LLC — $140.00 — $80,000.00 — Pending

[34-1 - Cell Tower - Alteration to Existing (Commercial)] AT&T MOBILITY UPGRADE

113076 1401 STATE ST..1-1373 — LEICHT TRANSFER & STORGE CO — $514.25 — $229,000.00 — Pending

[34-1 - Roofing (Commercial)] RE-ROOF

113091 2455 CENTURY RD..6H-1060-1 — AMERHART ASSOC — $70.00 — $108,000.00 — Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE PARKING LOT

113096 1058 REED ST..5-1147 — GREEN BAY CITY OF PARK DEPT — $0.00 — $108,157.00 — Pending

[34-1 - Z - Misc Project Not Listed (Commercial)] NO FEE PARKS

113125 1004 SHAWANO AV..3-1099 — RESURRECTION EVANGELICAL LUTHERAN CHURCH — $70.00 — $17,000.00 — Pending

[34-1 - Roofing (Commercial)] RE-ROOF

113181 116 N ADAMS ST..12-135 — FRANKENTHAL BUILDING LLC — $140.00 — $42,000.00 — Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE PARKING LOT

113182 312 CHERRY ST..12-138 — FRANKENTHAL BUILDING LLC — $140.00 — $42,000.00 — Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE PARKING LOT

113198 1330 S OAKLAND AV..1-1381-2 — KELLY S BIGELOW DEMOULIN — $70.00 — $28,000.00 — Pending

[34-1 - Roofing (Commercial)]

113199 1332 S OAKLAND AV..1-1381-2 — KELLY S BIGELOW DEMOULIN — $70.00 — $34,000.00 — Pending

[34-1 - Roofing (Commercial)]

113200 1400 S OAKLAND AV..1-1029 — KELLY BIGELOW — $70.00 — $35,000.00 — Pending

[34-1 - Roofing (Commercial)]

113201 1404 S OAKLAND AV..1-1030 — KELLY BIGELOW — $70.00 — $35,000.00 — Pending

[34-1 - Roofing (Commercial)]

113213 210 MUSEUM PL..4-56 — BROWN COUNTY MUSEUM — $70.00 — $100,000.00 — Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] RESURFACE PARKING LOT

113214 217 E WALNUT ST..12-121 — VIC THEATRE GREEN BAY LLC — $83.16 — $138,500.00 — Pending

[34-1 - Roofing (Commercial)] REROOF

113263 120 SIEGLER ST..6-260-2 — LIN PROPERTIES LLC — $25.00 — $0.00 — Pending

[34-1 - Temporary Office/Trailer/Event (Commercial)] locating refuse containers and POD storage units on-site during construction. 63 days total from July 6-Sept 6

113337	1424 ADMIRAL CT..6-142	GREEN BAY HOUSING AUTHORITY	$140.00	$25,000.00	Pending

[34-1 - Cell Tower - Alteration to Existing (Commercial)] AT&T Modifications

112352	1668 SPRUCE ST..6-811-24	CHARLES R CAPELLE	$100.00	$3,500.00	Pending

[40-60 - New Electrical System (Residential)] GENERATOR
*MISSING HVAC CALCS
*2 SEPARATE CONTRACTORS - WANT TO PAY SEPARATE (ELEC PAID)

112897	1771 WEDGEWOOD DR..6-1782	KEITH R DIEDERICH	$125.00	$33,670.00	Pending

[40-61 - Solar Panels - Electric] ROOF MOUNTED SOLAR PANELS

112933	953 ROSCOE ST..1-349	TAYLOR M WERCHEK	$50.00	$400.00	Closed

[40-55 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE

112934	957 ROSCOE ST..1-348	DENNIS J FRASER	$50.00	$1,800.00	Pending

[40-55 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE

112958	1218 GROSS AV..1-155	PATRICIA KONOWALSKI	$50.00	$2,000.00	Closed

[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE

113035	2020 PACKERLAND DR..6H-2473	JACOB DEMMITH	$50.00	$4,000.00	Pending

[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE

113054	109 DOUSMAN ST..4-58	GREEN BAY CITY OF	$0.00	$1,200.00	Pending

[40-54 - Electrical Service - Repair (Commercial)] SERVICE REPAIR

113057	301 N ADAMS ST, SUITE 110 ..12-195	SPRING LAKE CHURCH INC	$70.00	$1.00	Pending

[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] SERVICE ALTERATION

113071	2363 HILLSIDE LN..21-1176-D-100	ELIZABETH M & CHRISTOPHER M DECLARK	$50.00	$1,500.00	Closed

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE ALTERATION

113072	2236 MANITOWOC RD..21-420-20-A	VICTOR & VIRGINIA VILLATORO	$50.00	$1,500.00	Pending

[40-53 - Electrical Service - Change (Residential)] ELEC SERVICE CHANGE

113078	530 HILLCREST DR - WPS 293BB11..6H-1139	USA IN TRUST FOR ONEIDA TRIBE OF INDIANS OF WI	$50.00	$2,000.00	Closed

[40-55 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE

113089	1119 REBER ST..20-70	SHEBU ZHANG	$50.00	$1,900.00	Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE ALTERATIONS

113107	1627 UNIVERSITY AV..19-344	WILLIAM J AGUILA	$70.00	$500.00	Closed

[40-55 - Electrical Service - Repair (Residential)] SERVICE REPAIR

113119	1270 DAY ST..7-92	TRINIDAD HERNANDEZ, ETAL	$50.00	$2,050.00	Pending

[40-55 - Electrical Service - Repair (Residential)] SERVICE REPAIR

113130	943 VICTORY BLVD..1-1299	DAVID C MASSEY	$100.00	$1,000.00	Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] TUB TO JACUZZI & TWO 15 AMP CIRCUITS FOR MOTOR

113131	3033 SONORAN CT..6H-4184	HALEY M & JEREMY M WEAVER	$50.00	$100.00	Closed

[40-51 - Eletrical Service - Temproary (Residential)] TEMPORARY SERVICE

113142	205 HUTH ST H..21-2312-13	CHERYL L MANTEUFEL	$50.00	$2,840.00	Closed

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE REPAIRS

113156 1345 LAWE ST..17-468 — REY REY PROPERTIES LLC — $50.00 — $500.00 — Pending
[40-55 - Electrical Service - Repair (Residential)] SERVICE REPAIRS PER COMPLAINT # 133551

113157 1257 N PLATTEN ST..6-1661 — DANIEL J PERRA — $100.00 — $11,773.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] GENERATOR

113169 1328 REED ST..5-663-A-2 — ADAM J & ALYSSA C LECLAIR — $50.00 — $4,090.00 — Pending
[40-53 - Electrical Service - Change (Residential)] SERVICE CHANGE

113171 1104 LANGLADE AV..1-386 — SHELLY M SMITH — $50.00 — $2,000.00 — Pending
[40-53 - Electrical Service - Change (Residential)] PANEL SWAP

113172 607 EDGEWOOD DR..21-506 — BARBARA M & MICHAEL J LIBERT — $50.00 — $1,500.00 — Pending
[40-53 - Electrical Service - Change (Residential)] PANEL CHANGE

113175 720 S HURON RD..21-172-1 — GREEN BAY CITY OF — $70.00 — $2,000.00 — Pending
[40-54 - Electrical Service - Repair (Commercial)] SERVICE REPAIR

113176 2260 NICOLET DR..21-270-6 — S&K FOOD MART INC — $70.00 — $1,500.00 — Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] HOOD HOOK UP

113220 1719 MAIN ST..21-2304 — CRA FAMILY LLC — $70.00 — $2,000.00 — Pending
[40-54 - Electrical Service - Repair (Commercial)] SERVICE REPAIRS ASSOCIATED WITH CASE # 133770

113242 1120 LAWE ST..17-101 — KERRI JANE & KERRI JANE HOLMES — $50.00 — $1,663.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REPLACE ELECTRICAL PANEL

113246 2620 APPIAN WAY..21-79-4 — MOLLY J & MARVIN G PAIDER — $50.00 — $1,061.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE REPAIR

113266 2937 MOSSY OAK CIR..21-356-19 — THEODORE & THERESE A BAIER — $50.00 — $2,000.00 — Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE ALTERATION

113291 1646 WESTFIELD AV..6-1250 — JEFFREY J & SARAH M STONE — $50.00 — $2,595.00 — Pending
[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE

112909 1138 MAIN ST..14-7 — 1138 MAIN LLC — $70.00 — $1.00 — Closed
[50-40 - AC Unit Only (Commercial)] AIR CONDITIONER

112919 1819 SUSAN LN..6-2555 — KIM M & CALVIN M PALMER — $50.00 — $13,357.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112920 3003 OPEN GATE TR..6H-2689 — MICHELLE LYNN & KENDALL SONTAG — $50.00 — $5,582.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112935 607 SUPERIOR RD..21-3115 — JUDY A OTRADOVEC — $50.00 — $5,600.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112937 209 S BUCHANAN ST..3-208 — MYRON D & SHIRLEY BODART — $50.00 — $10,000.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

112953 1616 PANTHER CT..21-7505 — ENRIQUE A ZUNIGAGAMERO, ETAL — $50.00 — $6,463.00 — Closed

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112976 2459 PECAN ST..21-3106 — KOTY WILLIAM & OCEANA N SLOUGH — $50.00 — $3,900.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112982 408 S MONROE AV..13-163 — MADISON MONROE INVESTMENTS LLP — $210.00 — $28,990.00 — Pending
[50-40 - AC Unit Only (Commercial)] AIR CONDITIONER
4T, 4T, 6T (3 UNITS)

112984 2888 TRADEWINDS TR..6H-1166-18 — THERESE M & JAMES L PLOG — $50.00 — $3,700.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112985 1326 LAWE ST..17-489 — TYLER & BRITTANY MAROTZ — $50.00 — $5,400.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112989 1146 ALPINE DR..21-6410-66 — MATTHEW J & AMY R MIKULSKY — $50.00 — $5,100.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112990 1610 CHICAGO ST..21-2116-24 — DULCE R ORTIZ — $50.00 — $4,600.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112991 1590 CEDAR ST..19-158 — RONALD L WHITE, ETAL — $50.00 — $5,000.00 — Pending
[50-45 - Heating Unit Only (Residential)] BOILER

112993 1326 WIRTZ AV..1-295 — AMY S & SHANE A WILLEMON — $50.00 — $3,990.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112995 558 SPINNAKER LN..21-2219-4 — SPINNAKER TOWNHOMES LLC — $70.00 — $4,855.00 — Pending
[50-40 - AC Unit Only (Commercial)] AIR CONDITIONER

112996 1247 SAN JOSE PL..3-1279 — XAI CHA & HOUAWA H XIONG — $50.00 — $4,992.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112997 873 HOWARD ST..3-966 — STEPHEN C & STEPHANIE A JANZ — $50.00 — $11,450.00 — Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

112998 2618 FORESTVILLE DR..6H-1773 — JOY & ADRIANNA SMITH — $50.00 — $9,980.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112999 421 SEYMOUR CT..3-913 — BRANDON DANELSKI — $50.00 — $8,400.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113000 348 S WASHINGTON ST..13-10 — FREIMANN HOTEL BUILDING LLC — $140.00 — $9,236.00 — Closed
[50-42 - Heating and Air Conditioning Units (Commercial)] FURNACE AND AIR CONDITIONER

113001 2475 MORGAN LN..21-3269 — JENNIFER J KRAUSE — $100.00 — $6,000.00 — Closed
[50-45 - Heating Unit Only (Residential)] GENERATOR

113002 527 S VAN BUREN ST..14-799 — CATHERINE M & DREW J MARIANI — $50.00 — $4,300.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113011 2140 MANITOWOC RD..21-420-20 — ANTHONY D KING — $50.00 — $4,749.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113012 148 GARDEN GATE CT..6H-3761 — SANTAGA GREGORY P & ANN 200R JOINT REVOC TRUST — $50.00 — $10,516.00 — Closed

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113017 1521 ELM ST..19-611 — CASEY K LEAO — $50.00 — $4,749.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113018 1519 ELM ST..19-611 — CASEY K LEAO — $50.00 — $4,749.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113022 601 MELROSE AV..5-210 — BETH L MCLEAN — $50.00 — $5,662.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113024 1738 DEBRA LN..21-1111-P-56 — GARY R HANCOCK, ETAL — $50.00 — $15,569.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113026 1220 HOBART DR..6H-1110-2 — TVO HOBART LLC — $50.00 — $6,043.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113028 1592 E MASON ST..8-396 — DMG GREEN BAY HOLDINGS LLC — $70.00 — $5,000.00 — Closed
[50-40 - AC Unit Only (Commercial)] AIR CONDITIONER

113029 510 HARVEST RD..21-3802 — AMY J & LUKE T WOZNIAK — $50.00 — $7,861.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113034 2705 INDIAN HILL DR..6H-1072-4 — DOLORES DE JESUS — $50.00 — $4,770.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONING

113036 1976 STRAWBERRY LN..6H-1508-M-37-A — ALAN W PEEBLES — $50.00 — $3,175.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113038 2415 WILDWOOD DR..21-5121 — JOHN D SLEETER — $50.00 — $3,000.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113041 1062 ST. PAUL ST..2-1186 — LACOUNT DANIEL J R DISABILITY TRUST — $50.00 — $6,000.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURANCE AND AIR CONDITIONER

113042 1136 LIME KILN RD..21-461-1 — JOSEPH D LANG — $50.00 — $4,000.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113043 205 HUTH ST E..21-2312-10 — JOHN P DUCKETT — $50.00 — $9,750.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER UNIT H

113044 2417 HILLSIDE LN..21-94-3 — CARSON T SMITH, ETAL — $50.00 — $4,300.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113045 1150 S WEBSTER AV..16-318 — DUSTIN SALES — $50.00 — $7,300.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER X2

113046 1332 WEISE ST..21-1668 — AMELIA CURIEL RUBIO — $50.00 — $3,700.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113051 1220 HICKORY HILL DR..2-68-A — MATTHEW D & REBECCA K CLISCH — $50.00 — $4,767.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113052 515 5th ST..2-881 — WILLIAM & COURTNEY THOMAS — $50.00 — $4,330.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113055 418 HARTUNG ST..8-560 — AQUILA & AMJED LESKO — $50.00 — $4,625.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113056 638 S MONROE AV..15-144 — LADISLVA & ADAM W GAINES — $50.00 — $1.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113061 1505 BIEMERET ST..6-1044 — PAUL W LAHAYE — $50.00 — $8,300.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113063 535 11th AV..2-433 — NORTHEASTERN WISCONSIN AFFORDABLE HOUSING SOLUTIONS INC — $50.00 — $3,475.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113068 775 D GATE STREET ..18-753 — WISCONSIN CENTRAL LTD — $70.00 — $7,508.00 — Pending
[50-40 - AC Unit Only (Commercial)] AIR CONDITIONER

113079 1814 OAK LEAF DR..6H-1645 — BENJAMIN J & EMILEE A BELONGER — $50.00 — $4,800.00 — Pending
[50-45 - Heating Unit Only (Residential)] BOILER

113080 3049 VALLEY CREEK DR..21-7607 — RANDY & MAI CHOU YANG — $50.00 — $4,100.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113081 855 ERNST DR..6-162 — RUSSELL & PATRICIA A STREBEL — $50.00 — $11,250.00 — Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113082 3307 BEACH LN..22-1244 — WEBBER MARTIN TRUST — $50.00 — $6,900.00 — Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113102 1953 LAKESIDE PL..21-958 — JUDITH M HACKEL — $50.00 — $6,000.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113122 1615 SUE LN..1-2141 — VICTORIA S FARRELL — $50.00 — $9,980.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113123 2600 EDGEWOOD LN..21-4610 — KATHRYN M & DONALD J DONARSKI — $50.00 — $15,950.00 — Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113133 118 S WASHINGTON ST..12-341 — MICHAEL P & KATHRYN L TUBBS — $140.00 — $13,631.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER UNIT 406B

113139 2682 FINGER RD..21-118-3-1 — ADAM M WEBER — $50.00 — $9,013.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

113149 902 ELIZABETH ST..19-545 — HAIDA TAPIA GUERRERO, ETAL — $50.00 — $4,832.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113150 1009 CHANTEL ST..6-2076 — ANDREA MARESH — $50.00 — $5,198.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113152 530 W CHICKADEE LN..6H-3044 — PAUL D & CAROL J ALGREM — $50.00 — $5,282.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113155 3428 EDINBURGH RD..22-1588-141 — MELISSA J BARAC — $50.00 — $11,856.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113161 520 11th AV..2-517	MANUEL OLMOS	$50.00	$4,850.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113162 2578 PECAN ST..21-5240	CINDY L & PATRICK J LARSCHEID	$50.00	$4,200.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113165 1126 HIGHVIEW LN..6-667	DAVID J SOLPER	$50.00	$3,700.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113170 1735 NANCY AV..6-2427	LORIE VOGELS	$50.00	$4,600.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113192 819 N LOCUST ST..6-1123	TIMOTHY K & MARILYN S BRENNAN	$50.00	$6,908.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER				
113204 1715 ESTATES CT..6-1547	WILLIAM CAMPBELL	$50.00	$11,545.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113205 509 ELIZA ST..16-62-B	ATAMUNOABALARI T & SUZAN IBIBO	$50.00	$4,545.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113206 2692 TERESA DR..21-7201	NATHAN L & JESSICA E TIMM	$50.00	$4,945.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113229 1610 MAIN ST..21-1995	TTM HOLDINGS LLC	$70.00	$8,150.00	Pending
[50-40 - AC Unit Only (Commercial)] AIR CONDITIONER				
113230 3471 YORKSHIRE DR..22-1588-99	SHARON D & GARY L FEHL	$50.00	$5,510.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113232 2658 HE-NIS-RA LN..6H-2129	JESSICA L FONTENOT	$50.00	$8,000.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113233 1360 VELP AV..6-41	BRUCE J MEULEMANS ETAL	$140.00	$8,100.00	Pending
[50-42 - Heating and Air Conditioning Units (Commercial)] FURNACE & AIR CONDITIONER				
113235 832 S MADISON ST..16-38	GREGG T & JULIE G CAYCE	$50.00	$16,700.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113236 3367 PAULA ST..22-2178	LINDSAY & CODY J SANDAHL	$50.00	$1.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113240 3119 NICOLET DR..22-1609	JAY & KELLI ROSE SALMON	$50.00	$5,000.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113241 2502 TROJAN DR..6H-2058	CARON & PAUL J DVORAK	$50.00	$4,450.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113243 2560 REMINGTON CT..21-7235	STEENO KENNETH M & MARYLYN R LIVING TRUST	$50.00	$11,350.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER				
113249 1970 E TELEMARK CIR..6H-4013	BEE & PANG LEE	$50.00	$5,800.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER				
113250 614 ST. JUDE ST..6-1716	JOSHUA W & JENNIFER M FERGUSON	$50.00	$1.00	Closed

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

113256 552 WESLEY AV..21-820-R-30 — KEELEY R & DEREK N REITER — $50.00 — $15,000.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113265 1228 S ONEIDA ST..1-6-C — AMANDA SHEPARD — $50.00 — $9,000.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113268 1837 EASTMAN AV..21-1187-1 — JORGE SANCHEZ RAMIREZ, ETAL — $50.00 — $5,000.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113269 1938 STRAWBERRY LN..6H-1508-M-30 — THOMAS J LANDREMAN — $50.00 — $5,000.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113273 1164 LOCH DR..6-641 — NATHAN W & AIMEE J VANHANDEL — $50.00 — $6,400.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113274 951 COPPENS RD..18-829-1 — DENNIS J & JUDY A TILLY — $50.00 — $8,550.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113275 1773 BURNS AV..6-1930 — PATRICK P & DIANE L CLANCEY — $50.00 — $6,200.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113276 1318 CHICAGO ST..17-416 — JOSEPH R HASTREITER, ETAL — $50.00 — $8,200.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113277 2149 FARLIN AV..21-2151 — JOAN MARIE & LARRY LEE J CARTWRIGHT — $50.00 — $9,950.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113279 1351 ELIZA ST..17-530 — ANNA R & JOSEPH R FINKEL — $50.00 — $4,860.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113280 3276 WINDLAND DR..21-7424 — BENNY & COLLEEN SCHULTEIS — $50.00 — $9,767.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113281 822 12th AV..2-535 — CHRISTOPHER D BEHRENS — $50.00 — $6,162.65 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113282 474 BETH CT..21-6388 — DEBRA R MANCOSKE — $50.00 — $7,803.30 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113284 1646 AMY ST..21-2116-M-4 — WILLIAM R & SALLY ANN PECK — $50.00 — $6,272.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113285 1810 FIESTA LN..21-820-M-16 — GERENEA A VILLIESSE — $50.00 — $4,274.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113286 345 WAGON WHEEL CT..21-4784 — VANDENHEUVEL EARL I TRUST AGREEMENT — $50.00 — $4,472.60 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113287 118 S WASHINGTON ST..12-341 — MICHAEL P & KATHRYN L TUBBS — $140.00 — $15,411.00 — Pending
[50-42 - Heating and Air Conditioning Units (Commercial)] FURNACE & AIR CONDITIONER UNIT 116B

113292 961 HILLY HAVEN CT..21-4488 — MATTHEW J & KRISTY A VERIHA — $50.00 — $4,400.00 — Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113298 118 S WASHINGTON ST..12-341 — MICHAEL P & KATHRYN L TUBBS — $140.00 — $13,904.00 — Pending
[50-42 - Heating and Air Conditioning Units (Commercial)] FURNACE AND AIR CONDITIONER UNIT 328A

113300 522 E EAGLE TERR..6H-3136 — DAVID M & ABBY E SCHULTZ — $50.00 — $5,282.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113305 824 S RIDGE RD..6-159-A — MAKAYLA & TOLAN JOHNSON — $50.00 — $6,249.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113313 344 WINDWARD RD..21-4803 — ENGEBOS CLYDE & PATRICIATRUST AGREEMENT — $50.00 — $8,750.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113326 954 COPPENS RD..18-827-A — STEVEN ROY WASHKUHN — $50.00 — $5,199.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113328 159 APPLE TREE CT..21-2990 — TROY A & STEPHANIE N VETORT — $50.00 — $3,450.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113329 1947 LAKESIDE PL..21-960 — MARY ANN PAPPAS, ETAL — $50.00 — $5,800.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113330 470 LEAH LN..21-7247 — STEVEN D FRISQUE — $50.00 — $8,975.00 — Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

113331 1693 NANCY AV..6-2420 — BRETT R DAVID — $50.00 — $3,800.00 — Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

112557 1160 CASS ST..14-1138 — HAKAN & BUKET TAMER — $30.00 — $3,850.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] GALVANIZED WATER SERVICE REPLACEMENT

112594 1020 FOREST HILL DR..21-1111-D-169 — STEVEN J & MELANIE A KIRCHMAN — $30.00 — $7,250.00 — Pending
[60-31 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY REPAIR

112595 1362 HARVEY ST..8-570 — CRISTINO C & ANGELA S HERNANDEZ — $30.00 — $5,350.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112886 891 VELP AV..18-845 — KENNETH M FULTON — $30.00 — $4,900.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112936 2571 FORESTVILLE DR..6H-2220 — PATRICK E & LAVONNE & RICKY WITT — $30.00 — $0.00 — Pending
[60-33 - Storm Sewers - Connection/Repair (Residential)] STORM SEWER CONNECTION

112938 941 BOND ST..5-1261 — JAMES H & LISA K VANOUWERKERK — $30.00 — $3,650.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112939 1453 CEDAR ST..8-104 — ARTURO LOPEZ VALDEZ — $30.00 — $3,700.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112940 1239 CHERRY ST..14-116 — ASHLEY R HOEFFLER — $30.00 — $3,850.00 — Pending
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATERE SERVICE

112941 821 DOTY ST..14-704 — LA VERNE A BESAW — $30.00 — $4,450.00 — Closed

[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112942 1572 ELLIS ST..19-243 — WILLIAM WORKMAN — $30.00 — $3,800.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112943 113 GRAY ST..3-4 — SMEESTER FAMILY LTD PARTNERSHIP — $30.00 — $6,250.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112944 810 N BROADWAY..5-134 — CAROL J STANISLAWSKI — $30.00 — $5,350.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112945 1531 CEDAR ST..19-123 — JANET A & CHRISTINA M LONG — $30.00 — $5,350.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112946 1150 CHICAGO ST..14-1069 — CYNTHIA A WALLER — $30.00 — $3,700.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112947 819 11th AV..2-472 — SCOTT D LALONDE — $30.00 — $3,700.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112948 1018 EMILIE ST..17-13 — MEREDITH L SHEFCHIK — $30.00 — $4,350.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112949 815 S IRWIN AV..17-495-A — KIMBERLEE C BILLINGS, ETAL — $30.00 — $3,700.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112950 801 S ROOSEVELT ST..17-351 — LILA J THOMSON — $30.00 — $4,750.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112951 802 E MASON ST..14-612-A — SARAH A & MARK W ZACHARIAS — $30.00 — $5,550.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

112956 1215 S WEBSTER AV..17-7 — RICHARD W BLUMENSTEIN — $30.00 — $7,000.00 — Pending
[60-31 - Sanitary Sewers - Connection/Repair (Residential)] REPAIR SANITARY SERVICE

112959 1306 NELSON ST..6-2638 — DRUCILLA J GIESLER — $30.00 — $1,000.00 — Closed
[60-33 - Storm Sewers - Connection/Repair (Residential)] STORM SEWER REPAIR

112960 2977-2979 SANDIA DR..6H-2943 — ROGER J & DOROTHY M DEGUELLE — $30.00 — $1,300.00 — Closed
[60-33 - Storm Sewers - Connection/Repair (Residential)] STORM SEWER REPAIR

112961 1220 NICOLET AV..1-1535 — JOAN C & MICHAEL D SCHOEPP — $1,130.00 — $350.00 — Closed
[60-33 - Storm Sewers - Connection/Repair (Residential)] STORM SEWER CONNECTION

112962 320 CONOVER DR..6-2268 — BRIAN G & PAULA J CARLE — $30.00 — $500.00 — Closed
[60-33 - Storm Sewers - Connection/Repair (Residential)] REPAIR STORM SEWER

112963 2700 LAFAYETTE DR..6H-4450 — CRAIG A & ASHLEY R LOHRENGEL — $100.00 — $500.00 — Pending
[60-23 - New Plumbing System (Residential)] IRRIGATION SYSTEM

112965 1544 E MASON ST..8-432 — BARBARA A ABEL — $50.00 — $12,097.00 — Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

112966 433 S BAIRD ST..17-884-A — BRANDON D BROCKMAN — $50.00 — $10,441.00 — Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

112967 1700 CHATEAU DR..6-1556 SQUIRES REVOCABLE TRUST $50.00 $12,000.00 Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

112974 815 LAKE LARGO DR..21-6519 JOSEPH J & JOANN A DAIS $30.00 $3,495.00 Closed
[60-29 - Water Service - Connection/Repair (Residential)] EMERGENCY WATER LINE REPAIR

112975 1726 11th AV..1-1268 SARA BECKERS $60.00 $4,000.00 Closed
[60-29 - Water Service - Connection/Repair (Residential)] SEWER/WATER LATERAL REPLACEMENT

112992 1590 CEDAR ST..19-158 RONALD L WHITE, ETAL $30.00 $1,800.00 Pending
[60-27 - Water Heater (Residential)] WATER HEATER

113006 545 FAIR WINDS LN..21-7162 TIMOTHY R HARVEY $30.00 $800.00 Pending
[60-27 - Water Heater (Residential)] WATER HEATER

113007 897 9th ST..1-1553-A CORNERSTONE PROPERTY HOLDINGS LLC $30.00 $5,000.00 Pending
[60-27 - Water Heater (Residential)] WATER HEATER

113023 1519 GROSS AV..1-2130 DENNIS P & NANCY L TRAVERS $50.00 $9,317.00 Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

113025 2060 VAN DEUREN ST..21-2222 MEADOWS NORTH GB LLC $70.00 $20,000.00 Pending
[60-24 - Repair/Alter Existing Plumbing System (Commercial)] UNITS - 117, 205D, 316, 127, 125, 211

113050 1726 11th AV..1-1268 SARA BECKERS $50.00 $2,500.00 Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)] MISC PLUMBING

113064 700 S JEFFERSON ST..15-37 JON COSTA $30.00 $2,500.00 Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

113088 535 S VAN BUREN ST..14-797 MICHAEL & DIANE DEGRAVE $30.00 $6,200.00 Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

113103 121 HAZEL ST..3-939 MICHAEL & HOLLY JONES $30.00 $3,850.00 Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

113124 1600 FRANK ST..1-2724 JAMES A & MARY PITROF $50.00 $14,477.00 Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER

113126 3434 INDIGO BLUFF DR..21-8312 THOMAS N & JENNIFER S ANDERSON $100.00 $8,000.00 Pending
[60-37 - Lawn Sprinklers (Residential)] UNDERGROUND SPRINKLERS

113128 1567 E MASON ST..8-475 MIDWEST EXPANSION LLP $70.00 $2,000.00 Pending
[60-22 - New Plumbing System (Commercial)] INSTALLATION OF WATER SOFTENER & DRINKING WATER SYSTEM

113140 211 N WASHINGTON ST..12-21 AJ TODEY LLC $70.00 $21,740.00 Pending
[60-20 - Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)] PLBG REPAIRS

113143 2825 EAST SHORE DR..21-270-1 CYD BICKFORD $30.00 $4,000.00 Closed
[60-27 - Water Heater (Residential)] WATER HEATER

113154 645 ST. JAMES CIR..21-1111-D-134 ANDREW B & LYNN M NICHOLAS $30.00 $2,000.00 Closed
[60-27 - Water Heater (Residential)] WATER HEATER REPLACEMENT

113163 1316 NELSON ST..6-2637 MICHAEL A & SANDRA L KLIMEK $1,130.00 $1,130.00 Pending

[60-29 - Water Service - Connection/Repair (Residential)] STORM SEWER CONNECTION

113185 400 N WASHINGTON ST..12-86 — SCHREIBER FOODS INC — $30.00 — $6,000.00 — Closed
[60-32 - Storm Sewers - Connection/Repair (Commercial)] CATCH BASIN

113189 521 N BAIRD ST..8-385 — JOEL F & ADOLFO & MARIA Y CASTILLO — $30.00 — $4,150.00 — Pending
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

113209 338 S VAN BUREN ST..14-663 — KYLE K NELSON — $30.00 — $3,900.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE

113210 3319 LARGO RIDGE DR..21-8209 — MICHELLE M NICKOLI — $100.00 — $3,600.00 — Pending
[60-37 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS

113211 812 HUBBARD ST..4-38 — WILLIAM A FAUCETT — $30.00 — $5,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE 812-814 HUBBARD

113227 1749 EDISON ST..21-1344-16 — BAY AREA ESTATES LLC — $30.00 — $4,900.00 — Closed
[60-32 - Storm Sewers - Connection/Repair (Commercial)] STORM SEWER REPAIR - CATCH BASIN

113267 2519 WISCONSIN AV..21-1110-20 — SHERRY M SCHMIDT TRUST — $30.00 — $6,000.00 — Pending
[60-31 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY SERVICE REPLACEMENT/REPAIR

113288 1404 SERVAIS ST..6-1572 — JOSEPH M JACQUET — $50.00 — $1,265.00 — Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

113294 125 HAZEL ST..3-940 — ANDREW J MACKOWIAK — $30.00 — $4,000.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

113295 128 HAZEL ST..3-438 — ROBERT G GREMLEY — $30.00 — $4,250.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

113296 110 GRAY ST..3-13 — COVER RENTALS LLC — $30.00 — $5,550.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

113297 114 GRAY ST..3-11 — AIKINS INVENTMENTS NORTH LLC — $30.00 — $5,350.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

113319 832 S CLAY ST..17-76 — GARY P ZEPKA — $30.00 — $4,850.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

113320 115 GRAY ST..3-3 — ANN C HANCHEK — $30.00 — $4,850.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

113321 1249 STUART ST..14-1364 — SKYLAR R OGER, ETAL — $30.00 — $3,700.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

113322 125 GRAY ST..3-1 — STEVEN R POLCARI — $30.00 — $4,850.00 — Closed
[60-29 - Water Service - Connection/Repair (Residential)] LEAD WATER SERVICE REPLACEMENT

113335 713 GRAY ST..18-869 — BRANDON M LYONS — $30.00 — $2,000.00 — Pending
[60-33 - Storm Sewers - Connection/Repair (Residential)] STORM SEWER CONNECTION

113339 132 S VAN BUREN ST..14-701 — KERRY A JORDAN — $50.00 — $805.00 — Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER

111883	1505 W MASON ST..6-169	AAM GREEN BAY PLAZA LLC	$89.71	$300.00	Pending
[70-1 - Signs - Permanent] 146 sq. ft. wall sign and (2) 10 sq. ft. mounument signs at Green Bay Plaza for Sierrra					
112125	400 N WASHINGTON ST..12-86	SCHREIBER FOODS INC	$130.00	$6,700.00	Pending
[70-1 - Signs - Permanent] Anchor Coffee Signage at 400 N Washington					
112683	2350 E MASON ST..21-126-7	GB EAST TOWN LLC	$202.50	$0.00	Pending
[70-1 - Signs - Permanent] Wall sign 44' x 5					
Pylon Sign 1.5' x 4.5'					
112837	1719 MAIN ST..21-2304	CRA FAMILY LLC	$112.50	$0.00	Pending
[70-1 - Signs - Permanent] Wall Signage for Egg Yolk User					
112924	2253 MAIN ST..21-127-5	BROWN COUNTY	$150.75	$7,000.00	Pending
[70-1 - Signs - Permanent] 15 x 8 ft Canopy Sign and 29 x 3.5 ft Channel Letters					
112932	2329 UNIVERSITY AV..21-2728	P & D DEVELOPMENT LLC	$102.00	$1.00	Pending
[70-1 - Signs - Permanent] 8' x 3' non-illuminated wall sign					
113010	505 DOUSMAN ST..4-85	FRANK LAND HOLDING LLC	$170.00	$5,000.00	Pending
[70-1 - Signs - Permanent] 20 ft by 8 ft wall sign.					
113037	2614 W MASON ST..6H-1746-1	2614 W MASON STREET LLC	$156.74	$8,600.00	Pending
[70-1 - Signs - Permanent] Pylon Face - 9.7'x5'=48.5 square feet (illuminated) Window Sign - 10" x 6'=5 square feet					
113058	310 W WALNUT ST..4-194	REALTY INCOME PROPERTIES 6 LLC	$256.11	$31,300.00	Pending
[70-1 - Signs - Permanent] Pylon Sign 9.7'x7'=68 sqft (illuminated) Wall Sign 7.7'x2.7'= 20.8 sqft (illuminated) (2) Window Signs 10"x2.125'=1.8 sqft					
113077	2223 MAIN ST..21-458-3	REALTY INCOME PROPERTIES 6 LLC	$233.73	$47,100.00	Pending
[70-1 - Signs - Permanent] Pylon Face 9.7'x7'=68 sqft (illuminated) Monument Face 9'x3.5'=31.5 sqft (illuminated) Wall Sign 8.25'x3.4'= 28 sqft (non-illuminated)					
113105	1459-1465 ELM ST..8-142	RANKIN GB HOLDINGS VIII LLC	$140.25	$700.00	Pending
[70-1 - Signs - Permanent] Monument Sign 4'x3.3'=13.2 sqft (non-illuminated) Wall Sign 2.7'x2.7'=7.2 sqft (non-illuminated)					
113177	901 S MILITARY AV..6-462-1	CLUB CAR WASH GREEN BAY PLAZA LLC	$367.89	$41,000.00	Pending
[70-1 - Signs - Permanent] Monument Sign - 8'x6'=48 sqft (illuminated) 3 Wall Signs - 12.75'x7'=89.25 sqft (illuminated)					
113264	1265 LOMBARDI AV..1-1841-A	GREEN BAY CITY OF LAMBEAU FIELD	$110.13	$12,522.00	Pending
[70-1 - Signs - Permanent] install 23'X1.75' (40.25 sq ft) face lit channel letter sign at the Ticket office below the tcket office sign reading "powered by ticketmaster"					
113336	1120 UNIVERSITY AV..7-706	GOLDEN HOUSE INC	$100.00	$38,252.00	Pending
[70-1 - Signs - Permanent] 8'x2.5'=20 sqft monument sign (externally illuminated)					
Totals:	429 projects		$180,406.16	$65,268,762.64	

Summary of Projects Issued

6/1/2023 to 6/30/2023

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	6	6	12	6	6	6	6	6	$8,247.94	$2,212,739.00
2 Residential - Alteration - 1 -2 Family House	27	1	10	27	9	3	10	0	$3,464.94	$414,193.00
7 Deck, Porch, Patio, Ramp (Residential)	22	6	11	22	0	0	0	0	$1,655.00	$130,510.00
9 Demolition - Interior (Residential)	1	0	0	1	0	0	0	0	$50.00	$1,000.00
9 Raze - Building or Structure (Residential)	2	0	0	2	1	1	0	0	$200.00	$26,500.00
11 Driveway Replacement and/or Expansion (Residential)	26	0	0	26	0	0	0	0	$1,450.00	$211,147.00
11 Fence (Residential)	45	0	0	45	0	0	0	0	$2,250.00	$225,509.07
11 Foundation Repair (Residential)	15	0	1	15	0	0	0	0	$775.00	$220,059.45
11 Garage/Carport/Shed (residential)	17	5	8	17	2	0	0	0	$1,360.00	$260,417.00
11 Swimming Pool (Residential)	1	0	0	1	0	0	0	0	$50.00	$0.00
11 Z - Misc Project Not Listed (Resiential)	3	0	1	3	0	0	1	0	$225.00	$23,501.00
30 Commercial - Alteration - Multi-Family of 3 or more units	3	0	2	3	2	2	2	0	$3,084.46	$1,011,362.00
30 Commercial - New - 5 or More Family Building	8	0	7	8	8	7	8	7	$63,969.80	$8,045,000.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	1	0	1	1	1	1	0	0	$610.00	$200,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	8	1	10	8	6	5	6	0	$13,963.13	$3,350,759.57
31 Commercial - New - Garage or Carport	5	0	0	5	5	0	0	0	$700.00	$160,000.00
31 Commercial - New - Office, Bank, Professional (offices, professional buildings, administration buildings, financial institutions, medical office buildings)	1	0	1	1	1	1	1	0	$694.00	$350,000.00
31 Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)	2	1	2	2	1	0	1	1	$628.57	$507,000.00
31 Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)	1	1	6	1	1	1	1	1	$5,386.50	$2,000,000.00
31 Commercial - New - Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).	1	1	4	1	1	1	1	1	$8,211.94	$772,224.00
33 Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)	1	0	2	1	1	1	1	0	$45,927.16	$41,512,356.00
34 Cell Tower - Alteration to Existing (Commercial)	3	0	0	3	3	0	0	0	$420.00	$130,000.00
34 Parking Lot - New & Reconstruction (Commerical)	7	1	3	7	0	0	0	1	$960.00	$867,120.00
34 Roofing (Commercial)	8	1	0	8	0	0	0	0	$1,350.41	$1,191,500.00
34 Temporary Office/Trailer/Event (Commercial)	1	0	0	1	0	0	0	0	$25.00	$0.00
34 Z - Misc Project Not Listed (Commercial)	1	0	0	1	0	0	0	0	$0.00	$108,157.00
40 Electrical Service - Repair (Commercial)	3	0	0	0	3	0	0	0	$140.00	$5,200.00
40 Electrical Service - Change (Residential)	7	0	0	0	7	0	0	0	$350.00	$17,685.00
40 Electrical Service - Repair (Residential)	6	0	0	0	6	0	0	0	$320.00	$7,250.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	2	0	0	0	2	0	0	0	$140.00	$1,501.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	8	0	0	0	8	1	1	0	$500.00	$23,737.00

40 Eletrical Service - Temproary (Residential)	1	0	0	0	1	0	0	0	$50.00	$100.00
40 New Electrical System (Residential)	1	0	0	0	1	1	0	0	$100.00	$3,500.00
40 Solar Panels - Electric	1	0	1	1	1	0	0	0	$125.00	$33,670.00
50 AC Unit Only (Commercial)	6	0	0	0	0	6	0	0	$560.00	$54,504.00
50 AC Unit Only (Residential)	73	0	0	0	0	73	0	0	$3,650.00	$425,834.55
50 Heating and Air Conditioning Units (Commercial)	4	0	0	0	0	4	0	0	$560.00	$46,651.00
50 Heating and Air Conditioning Units (Residential)	20	0	0	0	0	20	0	0	$1,090.00	$187,284.00
50 Heating Unit Only (Residential)	3	0	0	0	1	3	0	0	$200.00	$15,800.00
60 Lawn Sprinklers (Residential)	2	0	0	0	0	0	2	0	$200.00	$11,600.00
60 Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)	1	0	0	0	0	0	1	0	$70.00	$21,740.00
60 New Plumbing System (Commercial)	1	0	0	0	0	0	1	0	$70.00	$2,000.00
60 New Plumbing System (Residential)	1	0	0	0	0	0	1	0	$100.00	$500.00
60 Repair/Alter Existing Plumbing System (Commercial)	1	0	0	0	0	0	1	0	$70.00	$20,000.00
60 Repair/Alter Existing Plumbing System (Residential)	8	0	0	0	0	0	8	0	$400.00	$62,902.00
60 Sanitary Sewers - Connection/Repair (Residential)	3	0	0	0	0	0	3	0	$90.00	$20,250.00
60 Storm Sewers - Connection/Repair (Commercial)	2	0	0	0	0	0	2	0	$60.00	$10,900.00
60 Storm Sewers - Connection/Repair (Residential)	6	0	0	0	0	0	6	0	$1,280.00	$5,150.00
60 Water Heater (Residential)	5	0	0	0	0	0	5	0	$150.00	$13,600.00
60 Water Service - Connection/Repair (Residential)	34	0	0	0	0	0	34	0	$2,150.00	$147,875.00
70 Signs - Permanent	1	1	0	1	0	0	0	0	$140.25	$700.00
70 Signs - Permanent	13	13	0	13	0	0	0	0	$2,182.06	$197,775.00
Totals:	429	38	82	231	78	137	103	17	$180,406.16	$65,268,762.64

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R03/2019)

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name	County Code Number	Report for Month/Year
Brown	05	June, 2023
Municipal Name	**Municipal Code Number**	**Telephone Number**
Green Bay Municipal Court	231	920-448-3131

I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348,Stats.)	$ 50,320.05	$ 50,320.05		
Adjustment (if applicable)	$ .00	$ .00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	$ 23,083.21	$ 20,128.04		$ 2,955.17
Adjustment (if applicable)	$ .00	$ .00		$ .00
3. Penalty Surcharges (s. 757.05, Stats.)	$ 12,802.31			$ 12,802.31
Adjustment (if applicable)	$ .00			$ .00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	$ 5,891.95		$ 5,891.95	
Adjustment (if applicable)	$ .00		$ .00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	$ 9,060.70		$ 4,717.80	$ 4,342.90
Adjustment (if applicable)	$ .00		$ .00	$ .00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	$ 7,612.31			$ 7,612.31
Adjustment (if applicable)	$ .00			$ .00
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	$ .00	$ .00		$ .00
Adjustment (if applicable)	$ .00	$ .00		$ .00
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	$ 900.00		$ 900.00	
Adjustment (if applicable)	$ .00		$ .00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
11. Safe Ride Program (s. 85.55, Stats.)	$ 1,078.80			$ 1,078.80
Adjustment (if applicable)	$ .00			$ .00
12. Totals	$ 110,749.33	$ 70,448.09	$ 11,509.75	**Pay This Amount** $ 28,791.49

Continue onto the next page.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R03/2019)

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: [signature] Date: 7-3-23

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: [signature] Date: 7-7-23

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
Neil Basten	920-448-3131	neilba@greenbaywi.gov

FINAL PAYMENTS RESOLUTION
August 1, 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. SEWERS 3-22 STORM LIFT STATION 110 REPAIR
MCMULLEN & PITZ CONSTRUCTION CO.

TOTAL AMOUNT EARNED:	$	246,687.50
LESS AMOUNT RETAINED:	$	0.00
	$	246,687.50
LESS AMOUNT PREVIOUSLY PAID:	$	226,105.00
AMOUNT DUE THIS PAYMENT:	**$**	**20,582.50**

ACCOUNT NUMBERS
412500E-55358-68042: $20,582.50
PO #2200127

2. PAVEMENT 5-22 ELIZA STREET RECONSTRUCTION
VINTON CONSTRUCTION COMPANY

TOTAL AMOUNT EARNED:	$	694,906.28
LESS AMOUNT RETAINED:	$	0.00
	$	694,906.28
LESS AMOUNT PREVIOUSLY PAID:	$	672,485.81
AMOUNT DUE THIS PAYMENT:	**$**	**22,420.47**

ACCOUNT NUMBERS
401500E-55305-65202: $3,920.00
403500-55355-65202: $18,500.47
PO #2200110

3. PAVEMENT 2-22 ELMORE STREET RECONSTRUCTION
DE GROOT, INC.

TOTAL AMOUNT EARNED:	$	1,441,112.86
LESS AMOUNT RETAINED:	$	0.00
	$	1,441,112.86
LESS AMOUNT PREVIOUSLY PAID:	$	1,365,140.72
AMOUNT DUE THIS PAYMENT:	**$**	**75,972.14**

ACCOUNT NUMBERS
401500E-55305-65152: $37,073.19
403500-55355-65152: $38,898.95
PO #2200079

Adopted _____, 2023

Approved _____, 2023

_____
Mayor

ATTEST:

_____
City Clerk

EJNS

RESOLUTION AUTHORIZING CONDITIONAL USE PERMIT AT 310 Van Caster 21-5769 (ZP 23-23)

August 1, 2023

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

That, pursuant to Zoning Petition 23-23 and the recommendation of the Plan Commission on July 24, 2023, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for two-family dwelling, semi-detached in a Low-Density Residential (R1) district on the following described property located at 310 Van Caster Drive:

> Lot Eleven (11), according to the recorded Plat of Kings Row; and that part of the NE ¼ of the SE 1/4, Sec. 34, T24N, R21E as described in Jacket 26146 Records, Page 01, except that part described in Doc. No. 2288924, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin.
>
> Tax Parcel No. 21-5769

Said CUP shall be granted subject to the following conditions:

1. Prior to building permit issuance, Planning staff must review and approve the subject parcel's building plans to ensure that the wall articulation standards of Sec. 44-1913(2) are met along the south and west facades. The petitioner can appeal that decision to the Plan Commission.
2. Compliance with all regulations of the Green Bay Municipal Code.

Adopted _____

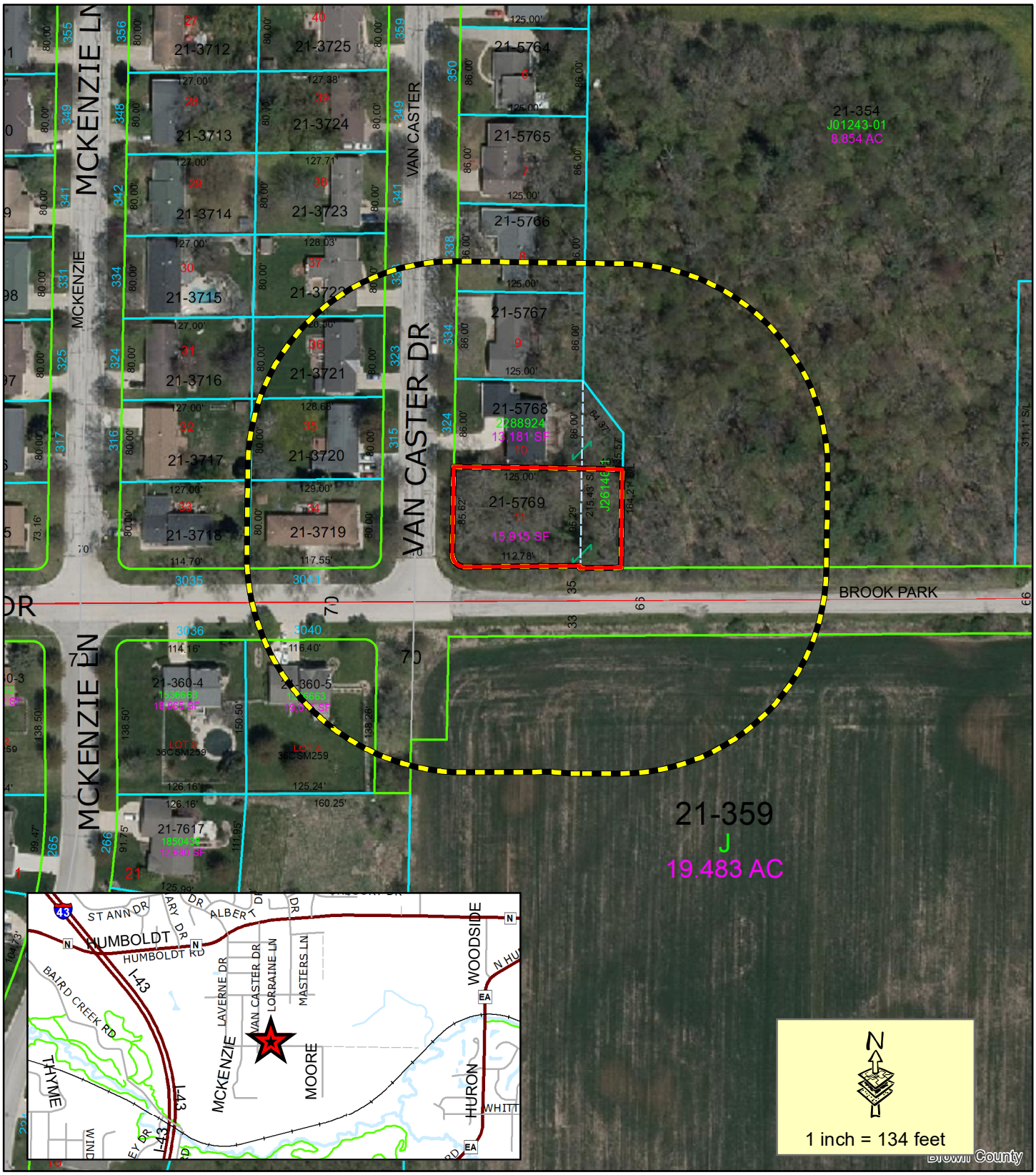
Approved _____

_____
Eric Genrich, Mayor

_____
Celestine Jeffreys, Clerk

dm:

Attachment – Map



Proposed CUP

200' Property Owner Notice

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

Zoning Petition (ZP 23-23) Proposed Conditional Use Permit (CUP) at 310 Van Caster Drive

CITY OF GREEN BAY 1854 Titletown, USA

RESOLUTION AUTHORIZING
A VARIANCE FROM SECTION 44-557(7),
ZONING, GREEN BAY MUNICIPAL CODE,
TO ALLOW FOR CREATION OF TWO FLAG LOTS
LOCATED AT 0 BLYSBY AVENUE/PARCELS 6-12-A, 6-11 and 6-34
(VR 23-03)

August 1, 2023

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

That, pursuant to Variance Request 23-03 and the recommendation of the Plan Commission on July 24, 2023, the City of Green Bay does authorize a variance from Section 44-557(7), Zoning, Green Bay Municipal Code, to allow two substandard lots in relation to the lot width at the public street frontage being less than 50% of its maximum width located on the following described property at 0 Blysby Avenue:

> Lots 2, 3 and 4 of CSM 9421 in Doc No. 2990153 (Parcels 6-12-A, 6-11, and 6-34)

Adopted _____

Approved _____

_____
Eric Genrich, Mayor

_____
Celestine Jeffreys, Clerk

dm

Attachments (Map and Preliminary Certified Survey Map)

Proposed Variance

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Land Division Variance (VR 23-03) at 0 Blysby Avenue

CITY OF GREEN BAY 1854 Titletown, USA

RESOLUTION AUTHORIZING CONDITIONAL USE PERMIT AT 201 N MONROE AVENUE (PARCEL 11-188) (ZP 23-25)

August 1, 2023

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

That, pursuant to Zoning Petition 23-25 and the recommendation of the Plan Commission on July 24, 2023, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for a convenience store, drive through restaurant, fueling/gas/service station uses in a Downtown (D1) district on the following described property located at 201 N MONROE AVE.

> LOTS FIVE HUNDRED TWENTY (520), FIVE HUNDRED TWENTY-ONE (521), FIVE HUNDRED TWENT-TWO (522), FIVE HUNDRED FORTY-ONE (541), FIVE HUNDRED FORTY-TWO (542), AND FIVE HUNDRED FORTY-THREE (543), PLAT OF NAVARINO, CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN
>
> Tax Parcel No. 11-188

Said CUP shall be granted subject to the following conditions:

.

1. Developers must provide an Initial Review (IR) scoping document and an abbreviated Traffic Impact Analysis (TIA) report to address the proper number and location of access points for redevelopment. Developers shall engage with the Department of Public Works and Department of Community and Economic Development to create revised/final plans which satisfy both departments.

2. A photometric plan providing lighting must be submitted and approved by both the Department of Community and Economic Development and the Police Department.

3. A maximum of 3 gasoline fuel pumps (6 total gasoline stations (3 x 2 sides per pump))

4. A minimum of 3 electric vehicle (EV) charging stations.

5. Compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

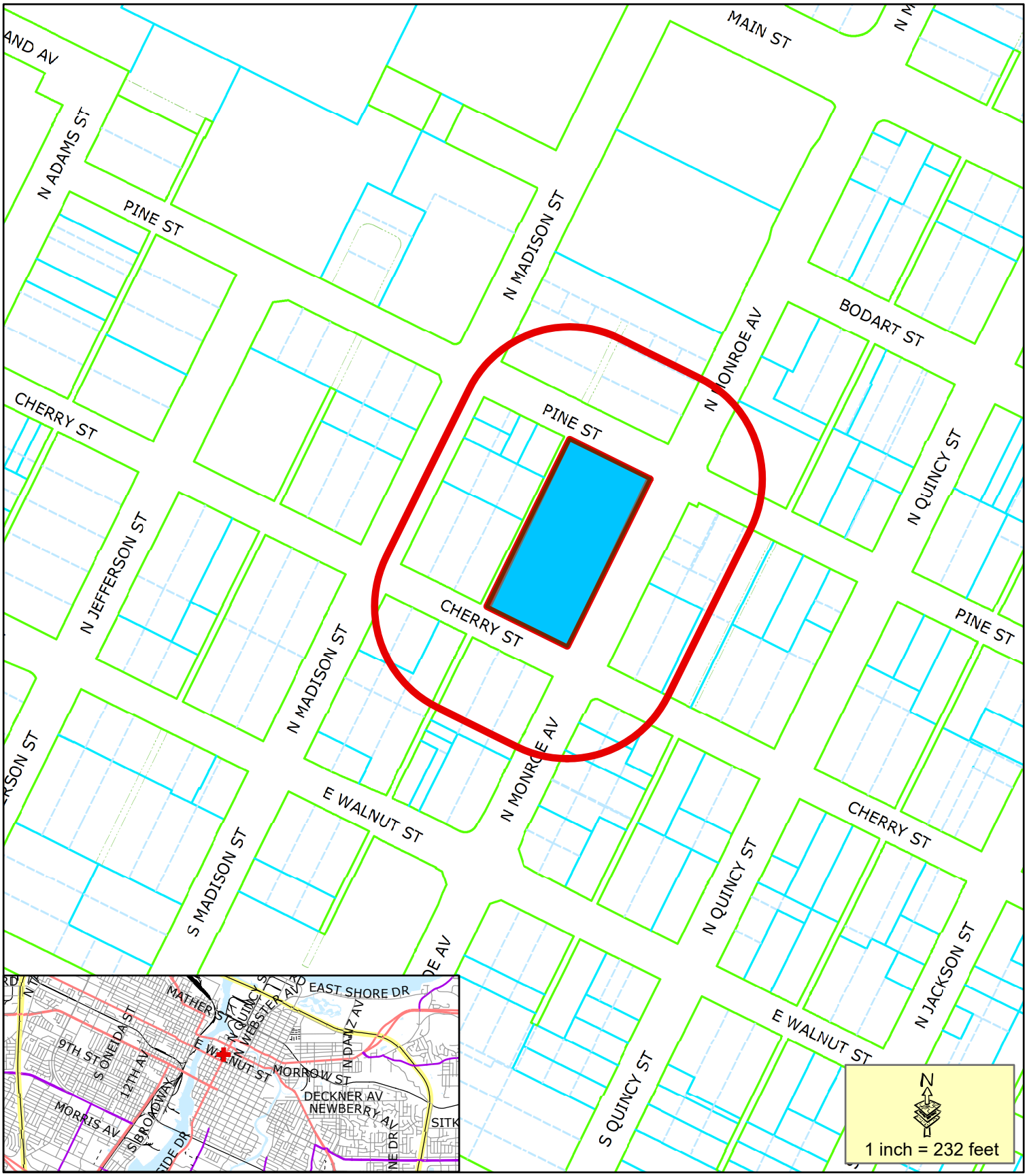
Approved _____

_____
Eric Genrich, Mayor

_____
Celestine Jeffreys, Clerk

jl:

Attachment – Map



Proposed CUP

200' Property Owner Notice

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Map prepared by JL

Conditional Use Permit Request (ZP 23-25)
Allow Convenience Store and Fueling/Gas/Service Station
Within a Downtown (D1) Zoning District
201 N Monroe Ave

RESOLUTION AUTHORIZING CONDITIONAL USE PERMIT AT 3102 S SANDSTONE COURT (PARCEL 6H-4425) (ZP 23-27)

August 1, 2023

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

That, pursuant to Zoning Petition 23-27 and the recommendation of the Plan Commission on July 24, 2023, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for two-family dwelling, semi-detached in a Low-Density Residential (R1) district on the following described property located at 3102 S SANDSTONE COURT

> Lot Twenty-Five according to the recorded Plat of Sand Ridge Park South First Addition in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin.
>
> Tax Parcel No. 6H-4425

Said CUP shall be granted subject to the following conditions:

.

1. Compliance with all regulations of the Green Bay Municipal Code.

Adopted _____

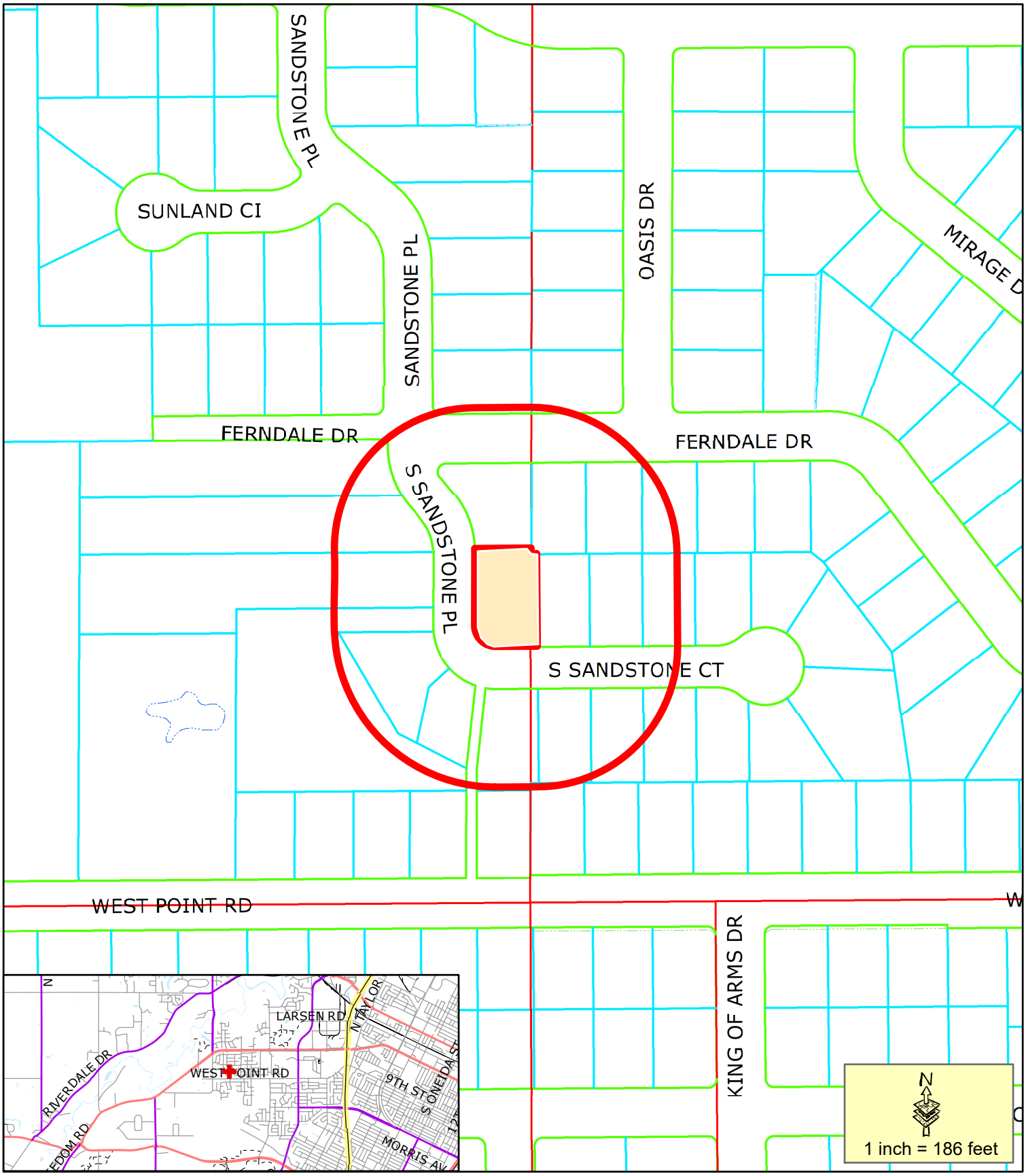
Approved _____

_____
Eric Genrich, Mayor

_____
Celestine Jeffreys, Clerk

jl:

Attachment – Map



Proposed Conditional Use Permit

200' Property Owner Notice

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Map prepared by JL

Rezone Request (ZP 23-27)
Request for a
Conditional Use Permit for Duplex
3102 S Sandstone

RESOLUTION REGARDING VACATION
OF PUBLIC RIGHT-OF-WAY
BELLWOOD LANE/SPRINGDALE LANE/MEADOWBROOK DRIVE
EAST OF HOBART DRIVE & ONE UNNAMED RIGHT-OF-WAY
(SV 23-02)

September 19, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of unbuilt Bellwood Lane/Springdale Lane/Meadowbrook Drive public right of way located East of Hobart Drive as well as an unbuilt and unnamed portion of right-of-way adjacent to and east of Parcel 6H-1110-21; 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 following condition:

1. Easement rights for existing public utilities within the unnamed street area as well as the vacated right-of-way areas shall be established.
2. Easement rights for Spectrum/Charter Communication located within the right-of-way shall be established.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the unbuilt Bellwood Lane/Springdale Lane/Meadowbrook Drive public right of way located East of Hobart Drive as well as an unbuilt and unnamed portion of right-of-way adjacent to and east of Parcel 6H-1110-21 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 September 19, 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.

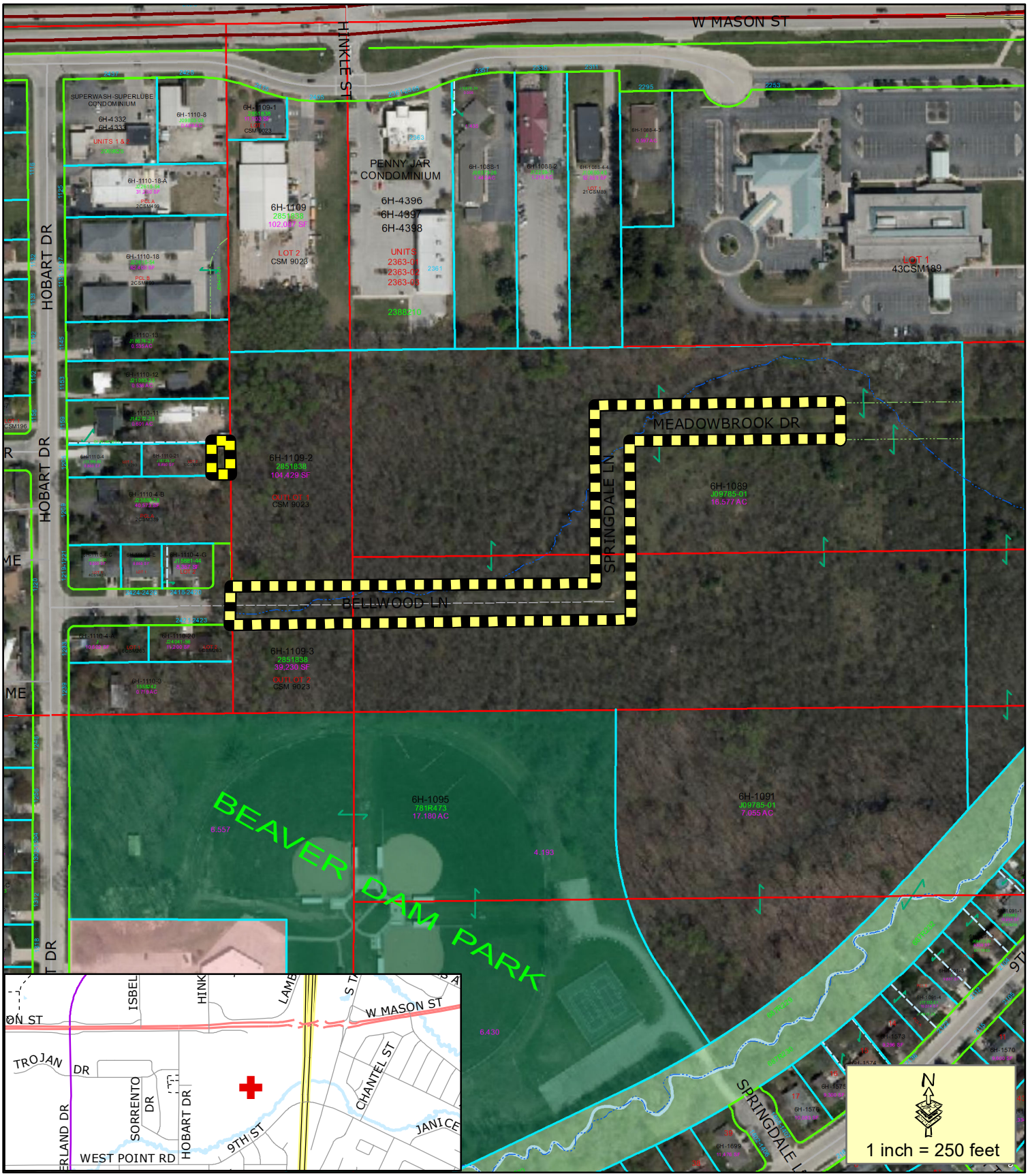
Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Attachments (legal description and exhibit)



Proposed Street Vacation

Street vacation SV 23-02)
Proposed Vacation of Bellwood, Springdale, Meadowbrook & unnamed portion of ROW

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Map prepared by DB

CITY OF GREEN BAY 1854 Titletown, USA

VACATED ROAD DESCRIPTIONS

Bellwood Lane:
The South 70 feet of the North 127 feet of the West 535 feet of Lot 8, Section 28, Township 24 North, Range 20 East.
Vacated road contains 54,334 square feet / 1.25 acres of land area, more or less.

Springdale Lane:
The North 57 feet of the East 70 feet of the West 535 feet of Lot 8. Also the East 70 feet of the West 535 feet of the south 283 feet of Lot 7.
Vacated road contains 19,236 square feet / 0.44 acres of land area, more or less.

Meadowbrook Drive:
The South 70 feet of the North 183 feet of the East 785 feet of Lot 7. Excluding all that part of Lot 5, Section 28, Township 24 North, Range 20 East, in the City of Green Bay (formerly the Town of Hobart), Brown County, Wisconsin, lying within a line described as follows: Commencing at the southwest corner of said Lot 5; thence due north along the west line of said Lot 5 a distance of 510 feet to the starting point; thence due east 180 feet; thence due south 50 feet; thence S. 41° 30' West 90 feet; thence S. 48° 30' East 70 feet; thence N. 41° 30' East to the east line of said Lot 5; thence due north along the east line of said Lot 5 to a point 580 feet north of the south line of said Lot 5; thence due west 250 feet to the west line of said Lot 5; thence due south 70 feet along the west line of said Lot 5 to the starting point which was vacated in 1986 via Document Number 1096701.
Vacated road contains 33,114 square feet / 0.76 acres of land area, more or less.

Unnamed Street Section:
A public right of way described in 10 CSM 293, Document No. 967774, Brown County Records, City of Green Bay, Brown County, Wisconsin, described as follows:

Beginning at the Northeast corner of Lot 2 of 10 CSM 293, Document No. 967774, Brown County Records; thence N86°36’00”E along the plane of the North property line of said Lot 2; thence S0°05’00”E, 63.24 feet; thence S89°48’00”W, 35.00 feet to the East property line of said Lot 2; thence N0°05’00”W, 63.12 feet along the Easterly property line of said Lot 2 to the point of beginning, located in the City of Green Bay, Brown County, Wisconsin.
Vacated road contains 2,211 square feet / 0.005 acres of land area, more or less.

All being in Section 28, Township 24 North, Range 20 East,
in the City of Green Bay (formerly the Town of Hobart), Brown County, Wisconsin

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

MEETING DATE	PREPARED BY
August 1, 2023	

AGENDA ITEM # BB.1

General Ordinance No. 4-23
An ordinance creating Section 10-95, Green Bay Municipal Code, relating to massage establishments.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-08-01 DRAFT 04-23 REGARDING MASSAGE ESTABLISHMENTS (CLEAN VERSION)
2. 2023-08-01 DRAFT 04-23 REGARDING MASSAGE ESTABLISHMENTS (REDLINE VERSION)

GENERAL ORDINANCE NO. 04-23

AN ORDINANCE
CREATING SECTION 10-95,
GREEN BAY MUNICIPAL CODE,
RELATING TO MASSAGE ESTABLISHMENTS

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

SECTION 1. Section 10-95, Green Bay Municipal Code, is hereby created to read:

10-95. Massage Establishments.

(a) It shall be unlawful for any person, corporation, or other legal entity to cause or permit the operation of a massage establishment or for a person to engage in the practice of massage therapy or bodywork therapy or perform massage therapy or bodywork therapy for gain as a massage therapist, bodywork therapist, agent, manager, or employee, except in strict compliance with this section.

(b) *Definitions*. The following words, terms, and phrases, when used in this section, shall have the following meanings, except where the context clearly indicates a different meaning:

Chief means the Chief of Police of the Green Bay Police Department or their designee.

Common Council means the Common Council of the City of Green Bay.

Establishment or *massage establishment* means a place of business having a permanent location wherein private massage therapy or bodywork therapy is practiced, used, or made available.

Intimate parts means the breasts, buttocks, anus, groin, scrotum, penis, vagina, or pubic mound of a human being.

Licensee means a person, partnership, corporation, or other legal entity possessing a massage establishment license under this section.

Massage therapy or bodywork therapy means the science and healing art that uses manual actions and adjunctive therapies to palpate and manipulate the soft tissue of the human body in order to improve circulation, reduce tension, relieve soft tissue pain, or increase flexibility. "Massage therapy or bodywork therapy" includes determining whether manual actions and adjunctive therapies are appropriate or contraindicated, or whether a referral to another health care practitioner is appropriate. "Massage therapy or bodywork therapy" does not include making a medical, physical therapy, or chiropractic diagnosis.

Massage therapist or *bodywork therapist* means a person licensed by the State of Wisconsin pursuant to Wis. Stats. Ch. 460, as it may be amended, and related statutes or rules, who practices, administers, uses, or offers to practice, administer, or use massage therapy or bodywork therapy for a consideration.

Operator means any person, association, firm, partnership, or corporation licensed by the City to operate a massage establishment.

Patron means any person who receives massage therapy or bodywork therapy under such circumstances that it is reasonably expected that they will pay money or give any consideration therefor.

Waiting area means an area adjacent to the main entrance that is separate from any area where massage therapy or bodywork therapy takes place.

(c) *Massage Establishment License.*

(1) *License required.*

a. No person, corporation, or other legal entity shall cause, or permit the conduct of a massage establishment without having first obtained a license from Common Council in accordance with this section. A separate license shall be acquired for each such establishment.

b. No license shall be transferred between locations or persons and no massage establishment license shall be sold or be subject to transfer of corporate assets or change of corporate officers or directors.

c. Massage Establishment licenses issued by the City shall be prominently displayed on the premises during all hours of operation.

(2) *Term.* The license term shall be for one year beginning on May 1 through April 30 of the following year.

(3) *Fee.* The license fee shall be as provided in the City Fee Schedule. License fees shall be nonrefundable and shall be prorated for the license term. The application must be accompanied by payment of the License fee or upon such portion of the fee as the number of months, or fraction of a month, remaining until March 31 of each year.

(4) *Location.*

a. No license shall be granted for any establishment the main entrance to which is within seventy-five (75) feet of the common entry hall to residences, nor for any room or rooms in any hotel or motel, except upon approval by the Common Council, or unless the establishment occupancy predates the creation of this section.

b. A licensed massage therapist or bodywork therapist may perform massage therapy or bodywork therapy at a massage establishment licensed pursuant to this section, appropriately zoned for the business and possessing a valid certificate of occupancy from City Inspections, or at the place of residence or business of a client receiving massage therapy or bodywork therapy.

(5) *Application submission.* Applications shall be made on forms supplied by the City Clerk, and shall be complete.

(6) *Application contents.* All applications shall be complete, and contain all required information, or shall be rejected by the Clerk. All applications shall include all of the following.

a. The location and address of the proposed establishment.

b. An individual, each person of a partnership or joint venture, or an agent of a corporation must provide all of the following personal background information:

   1. Name and present address.

   2. Two (2) immediately previous addresses and dates of residence at each.

   3. Their height, weight, color of hair and eyes, written proof of age, and submission of a copy of a government-issued ID.

   4. Their business or occupation history for the two (2) years immediately preceding the date of application.

   5. Whether they have had a similar license revoked or suspended in any jurisdiction and, if so, the name of the municipality and the reason for the suspension or revocation.

   6. Whether they have been convicted of any crime or ordinance violation other than traffic offenses within the past three (3) years and, if so, a listing of the same and the locations thereof.

c. If the applicant is a corporation, the names and addresses of each officer and director and of the stockholders of such corporation, together with the extent of the ownership of each and a statement whether such officer, director, or stockholder holds office or stock in any other corporation conducting a similar business in the State of Wisconsin. Any application submitted on behalf of a corporation shall be made by an agent registered as such who shall have been a resident of the State of Wisconsin for at least ninety (90) days.

d. All phone numbers of the proposed establishment.

e. The name, address, state license number, phone number, and a copy of one (1) form of government-issued ID of each person employed as a massage therapist or bodywork therapist by the applicant at the proposed establishment at the time of application;

f. The name, address, state license number, phone number(s), and a copy of one (1) form of government-issued ID of each massage therapist or bodywork therapist, other than those employed by the applicant, who may by virtue of any arrangement with the applicant practice, administer, or offer to practice or administer massage therapy or bodywork therapy at the licensed premises.

g. A floor plan of the establishment which details with particularity the rooms in which massage therapy or bodywork therapy will be practiced, the reception area, the restrooms, and any other areas accessible to clientele.

h. A policy of malpractice insurance written by an insurance company licensed to do business in the State of Wisconsin and verified by a certificate of insurance in an amount of no less than one million dollars ($1,000,000.00) in coverage per employee.

i. The application shall contain a statement signed by the applicant and each individual of a partnership or joint venture that all information contained therein is true and correct.

(d) *Licensure of massage therapists and bodywork therapists required.* No person or entity shall engage in the practice of massage therapy or bodywork therapy or perform massage therapy or bodywork therapy for gain unless such person has previously been issued and holds a valid license of registration pursuant to Wis. Stats. Ch. 460.

(e) *Granting of Licenses.*

(1) *Administrative approval.*

a. Prior to Common Council approval, the Chief shall certify that the application has successfully completed a background check and shall make a recommendation to the Common Council as to whether the application should be approved and a license issued.

b. Prior to Common Council approval, the Director of Community and Economic Development, or their designee, shall certify that the premises complies with all applicable laws and regulations, including applicable building and fire code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.

(2) *Common Council approval.* Applications complying with the provisions of this section shall be forwarded to the Common Council for action. The Common Council shall review the application, the applicant's qualifications, and all other relevant factors and determine whether to grant or deny the license application.

(3) *License fee*. Upon approval by the Common Council, the Clerk shall request a license fee pursuant to the City Fee Schedule. The license fee is nonrefundable and must be paid in full prior to issuance of the license.

(4) *Renewal.* Renewal applications are due on or before March 1 of each year. The Common Council shall take action on each timely-filed renewal application prior to the expiration of the current license on April 30. If a renewal application is received after March 1, notice of Council's intent to grant or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on April 30.

(5) *Denial.* The Common Council may deny an application for a massage establishment license upon a determination that the applicant does not meet the qualifications for possessing such a license. A denial determination may be based on any relevant factors, including, but not limited to, those listed in this subsection. In the event of denial, the applicant shall receive written notification setting forth the specific reasons for the denial within ten (10) days.

a. The operation as proposed by the applicant does not comply with all applicable state laws and this Code.

b. Within the past three (3) years, the applicant or any partner, officer, director, or stockholder thereof has been convicted in a court of competent jurisdiction of an offense under Wis. Stats. Chs. 944 or 961.

c. The applicant or any partner, officer, director, or stockholder has been convicted in a court of competent jurisdiction of an offense against the person or property of another.

d. The applicant or any partner, officer, or stockholder has been convicted of any other federal, state, county, or municipal offense that is substantially similar to those listed herein.

e. The information required on the application is incomplete or the applicant has knowingly or with the intent to deceive made a false, misleading, or fraudulent statement of fact in the application or in any other document required by the City in conjunction therewith.

f. The applicant has not resided in Wisconsin for at least ninety (90) days prior to date of application.

(6) *Appeals of application denials.* Any applicant whose application for a massage establishment license has been denied by the Common Council may appeal such determination upon written request for a hearing on their application, which must be submitted to the City Clerk within ten (10) days of the notice of denial.

a. *Evidentiary hearing*. Upon appeal, the Common Council shall conduct a hearing on the application to determine if the applicant possesses the qualifications required for licensure under this section.

1. The hearing may be held in open or closed session depending on the nature of the evidence to be presented. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both.

2. The applicant may be represented by counsel, present and examine witnesses, and have a transcript of the hearing prepared at the licensee's expense.

b. *Council action*. At the conclusion of the evidentiary hearing, the Common Council, following deliberation in open or closed session, shall determine whether to uphold the denial or grant the application.

c. *Notice*. The City Clerk shall notify the applicant in writing of the Common Council's decision within ten (10) days after Council makes its determination.

d. *Certiorari*. Any appeal of the Common Council's decision shall be by writ of certiorari to Brown County Circuit Court.

(f) *Regulation of operations and licenses.*

(1) Each massage establishment shall at all times maintain and comply with the following operational regulations.

a. The licensee shall comply with all City Codes.

b. There shall only be one (1) sign posted at the main entrance. The sign shall be non-flashing.

c. No establishment shall be open for business between the hours of 9:00 P.M. and 7:00 A.M.

d. Any massage therapists or bodywork therapists employed by the establishment shall possess valid licenses pursuant to Wis. Stats. Ch. 460.

e. No person under the age of eighteen (18) years shall be permitted on the establishment premises unless accompanied by their parent, guardian, or spouse, or upon written authorization executed by the underage person's parent, guardian, or spouse.

f. No intoxicating beverages or substance included in Wis. Stats. ch. 961, sub. II, except those possessed pursuant to a valid prescription from a licensed professional, shall be permitted in the licensed establishment. Food shall be permitted only when there is no charge, and in compliance with Brown County health code.

g. The licensee shall provide a waiting area for patrons that is separate from any area in which massage therapy or bodywork therapy takes place. There shall be direct access to this area from the main entrance or from a hallway connected only to the main entrance.

h. A licensed massage therapist or bodywork therapist shall be present on the establishment premises at all times during hours of operation, shall administer all massage therapy or bodywork therapy at the establishment, and shall be responsible for massage therapy or bodywork therapy operations of the establishment.

i. At any time during its hours of operation, the establishment shall permit inspection of the premises by City building inspectors, fire inspectors, health inspectors, or personnel of any law enforcement agency for purpose of ascertaining compliance with this section and conducting routine inspections. Application for and acceptance of a license under this section constitutes consent to such inspection. Any inspection shall include areas let, subleased, or subject to any other business.

j. The licensee shall keep records of the name, address, proof of state licensure, and at least one (1) copy of a form of government-issued ID of each of its massage therapists and bodywork therapists, as well as the names and addresses of its agents, managers, and employees and the dates of employment and termination of each. Such records shall be open to inspection by any of the personnel listed in this section. These records shall be retained by the licensee for a period of ninety (90) days.

k. The licensee shall keep records of the name, address, proof of state licensure, and at least one (1) copy of a form of government-issued ID of each massage therapist or bodywork therapist, other than those employed by the licensee, who may by virtue of any arrangement with the licensee practice, administer, or offer to practice or administer massage therapy or bodywork therapy at the establishment. Such records shall be open to inspection by any of the personnel listed in this section. These records shall be retained by the licensee for a period of ninety (90) days.

l. The licensee shall report any change of any fact required on the application form and all personnel changes to the City Clerk within ten (10) days of such change.

m. The licensee shall have and maintain in full force and effect during the license term a policy of malpractice insurance written by an insurance company licensed to do

business in the State of Wisconsin and verified by a certificate of insurance in an amount of no less than one million dollars ($1,000,000.00) in coverage per person.

n. Rooms in which massage therapy or bodywork therapy is practiced or administered shall have at least seventy (70) square feet of clear floor area.

o. Massage therapy or bodywork therapy tables shall have a surface which is impervious to liquids and shall be furnished with linen, either disposable or washable, which are changed for each client,

p. Massage establishments shall prominently display their City-issued establishment license on the premises during all hours of operation.

q. Massage establishments shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in cabinets or other appropriate facilities. Towels and linens shall not be used on more than one patron unless they have first been laundered and disinfected. Soiled linens and paper towels shall be deposited in approved receptacles.

(g) *Revocation, suspension, and nonrenewal of license.* The Common Council, for just cause, may revoke, suspend, or nonrenew any license granted under this section upon serving written notice of the grounds forming a basis for the revocation, suspension, or nonrenewal upon the licensee. The notice shall contain the street address or other description sufficient to identify the licensed establishment and a description of the grounds for revocation, suspension, or nonrenewal. The notice may be served via personal service or by certified mail. If the licensee cannot reasonably be served, notice may be served by publication as a Class 1 notice. The notice of revocation, suspension, or nonrenewal shall provide for a hearing upon the licensee's submission of a written request to the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the City Clerk shall administratively revoke, suspend, or nonrenew the license, as set forth in the notice.

(1) *Grounds.* A license granted under this section may be revoked or be suspended for up to six (6) months by the Common Council upon valid grounds, including, but not limited to, any of the following.

a. The licensee has made or recorded any statement required by this section knowing it to be false, fraudulent, or intentionally deceptive.

b. The licensee has violated a provision of this section.

c. The licensee has violated a provision of this Code.

d. The licensee or any massage therapist, bodywork therapist, or other employee of the establishment has advertised for any massage therapy, bodywork therapy, or related services to be performed at the establishment that involve sexual acts or any contact with the intimate parts of any person except such contact that is acceptable under state law.

e. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense under Wis. Stats. ch. 944.

f. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense against the person or property of a patron.

g. One or more massage therapist, bodywork therapist, or other employee of the establishment has been fined under Wis. Stats. § 460.15 or whose license has been the subject of discipline by the applicable credentialing board or the Wisconsin Department of Safety and Professional Services.

h. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense involving substances in Wis. Stats. ch. 961, sub. II, that reasonably relates to the establishment, where there is shown the participation or knowledge of any other establishment personnel or of any individual within the business structure of the licensee.

i. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving sexual contact as defined by Wis. Stats. § 939.22 (34) or sexual intercourse as defined by Wis. Stats. § 939.22 (36) or any other criminal offense that substantially relates to the individual's employment with the establishment.

j. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving exposing their intimate parts, or any portion thereof, to any other person.

k. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving exposing the intimate parts, or any portion thereof, of any other person for the purpose of sexual humiliation, degradation, arousal, or gratification.

l. One or more massage therapist, bodywork therapist, or other employee of the establishment, while in the presence of any other person in a massage establishment, failed to conceal themselves with a fully opaque covering or any intimate parts of their body.

m. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving offering to perform or to make available, permit, or in any way participate in the performance of any act prohibited in this section.

n. The licensee owning or operating the massage establishment knowingly caused, allowed, or permitted in or about such massage establishment any agent, employee, or any other person under their control or supervision to perform any acts prohibited in this section.

(2) *Hearings on Revocation, Suspension, and Nonrenewal.*

a. *Complaint.*

1. Any resident of the City may file a sworn written complaint with the City Clerk alleging one or more of the grounds listed in this subsection (g) about any licensee holding a license under this section.

2. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the City Clerk stating the specific grounds for the revocation or suspension.

b. *Summons*. Upon the timely filing of a written request for a hearing, the Common Council shall issue a summons, signed by the City Clerk and directed to any peace officer or constable, commanding the subject licensee to appear before the Common Council on a day and at a place named in such summons and show cause why the license should not be revoked or suspended. Such summons shall be served at least seven (7) days before the time at which such person is commanded to appear and shall be served by personal service or by certified mail. If the licensee cannot reasonably be served, then notice may be served by publication as a Class 1 notice.

c. *Evidentiary hearing*. The Common Council shall conduct a hearing on a complaint filed under this subsection to revoke or suspend any license granted under this section. The Council shall determine whether the arguments shall be presented orally or in writing, or both.

1. The hearing may be held in open or closed session depending on the nature of the evidence to be presented. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both.

2. The licensee may be represented by counsel, present and examine witnesses, and have a transcript of the hearing prepared at the licensee's expense.

3. The judgment of conviction of any licensee, or employee or agent thereof, in any municipal, state, or federal court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie evidence of a violation for purposes of this section. Mitigating circumstances may be introduced with respect to any judgment of conviction.

d. *Council action*. At the conclusion of the evidentiary hearing, the Common Council, following deliberation in open or closed session, shall make one of the following determinations.

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 180 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.

e. *Nonrenewal*. A massage establishment license may be nonrenewed based on any of the grounds identified in this section. Each year, the Chief shall identify any license for nonrenewal and provide that recommendation to the Common Council for determination on renewal and provide that recommendation to the Common Council for determination on renewal or intent to nonrenew the license. If the

Common Council determines it will not renew, a notice shall be sent to the licensee stating with specificity the grounds for nonrenewal and informing the licensee of the right to a hearing. The licensee shall have ten (10) days to request an evidentiary hearing on the nonrenewal of their license in writing. Such hearing shall be held in accordance with the provisions of this subsection governing hearings on revocations and suspensions.

f. *Notice and Appeal*. The City Clerk shall notify the licensee in writing of the Common Council's decision and any revocation, suspension, or nonrenewal within ten (10) days after Council makes its determination. Any appeal of the Common Council's decision shall be by writ of certiorari to circuit court and must be commenced within 45 days of the date of the notice or be forever barred.

(3) *Commencement of Penalties.* Penalties shall commence the day after they have been imposed by the Common Council. All periods of suspension shall run consecutively.

(4) *Reports by Police Chief.* The Police Chief shall file reports with the City Attorney advising said City Attorney of conduct by a licensee, or employees thereof, which may constitute a basis for disciplinary action.

(h) *Exceptions.* This section shall not apply to the following businesses or professional establishments:

(1) Offices, clinics, or establishments of physicians, surgeons, chiropractors, osteopaths, nurses, or physical therapists licensed or registered to practice their respective professions under the laws of the State of Wisconsin existing for the provision of such occupational services.

(2) Barber shops and beauty parlors which employ barbers and beauticians licensed under the laws of the State of Wisconsin, provided that any massage therapy or bodywork therapy is limited to the head and scalp.

(i) *Operation Without a License a Public Nuisance.* The operation of a massage establishment or massage therapy or bodywork therapy activity of any individual without a license under this section is deemed a public nuisance and may be enjoined by the City.

(j) *Penalty.* Any person violating any provision of this section other than the Operation Regulations shall be subject to a forfeiture of not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00). Any person violating any provision of the Operation Regulations shall be subject to a forfeiture of not less than five hundred dollars ($500.00) and not more than one thousand dollars (1,000.00). Each day of violation shall constitute a separate offense.

(k) *Severability.* The provisions of any part of this section are severable. If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions, subsections, and applications of this ordinance to other persons or circumstances shall not be affected. It is declared to be the intent of this section that the same would have been adopted had such invalid provisions, if any, not been included herein.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on February 1, 2024.

SECTION 4. Any license granted prior to May 1, 2024, shall be valid through April 30, 2025.

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

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

GENERAL ORDINANCE NO. 04-23

AN ORDINANCE
CREATING SECTION 10-95,
GREEN BAY MUNICIPAL CODE,
RELATING TO MASSAGE ESTABLISHMENTS

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

SECTION 1. Section 10-95, Green Bay Municipal Code, is hereby created to read:

10-95. Massage Establishments.

(a) It shall be unlawful for any person, corporation, or other legal entity to cause or permit the operation of a massage establishment or for a person to engage in the practice of massage therapy or bodywork therapy or perform massage therapy or bodywork therapy for gain as a massage therapist, bodywork therapist, agent, manager, or employee, except in strict compliance with this section.

(b) *Definitions*. The following words, terms, and phrases, when used in this section, shall have the following meanings, except where the context clearly indicates a different meaning:

Chief means the Chief of Police of the Green Bay Police Department or their designee.

Common Council means the Common Council of the City of Green Bay.

Establishment or *massage establishment* means a place of business having a permanent location wherein private massage therapy or bodywork therapy is practiced, used, or made available.

Intimate parts means the breasts, buttocks, anus, groin, scrotum, penis, vagina, or pubic mound of a human being.

Licensee means a person, partnership, corporation, or other legal entity possessing a massage establishment license under this section.

Massage therapy or bodywork therapy means the science and healing art that uses manual actions and adjunctive therapies to palpate and manipulate the soft tissue of the human body in order to improve circulation, reduce tension, relieve soft tissue pain, or increase flexibility. "Massage therapy or bodywork therapy" includes determining whether manual actions and adjunctive therapies are appropriate or contraindicated, or whether a referral to another health care practitioner is appropriate. "Massage therapy or bodywork therapy" does not include making a medical, physical therapy, or chiropractic diagnosis.

Massage therapist or *bodywork therapist* means a person licensed by the State of Wisconsin pursuant to Wis. Stats. Ch. 460, as it may be amended, and related statutes or rules, who practices, administers, uses, or offers to practice, administer, or use massage therapy or bodywork therapy for a consideration.

Operator means any person, association, firm, partnership, or corporation licensed by the City to operate a massage establishment.

Patron means any person who receives massage therapy or bodywork therapy under such circumstances that it is reasonably expected that they will pay money or give any consideration therefor.

Waiting area means an area adjacent to the main entrance that is separate from any area where massage therapy or bodywork therapy takes place.

(c) *Massage Establishment License.*

(1) *License required.*

a. No person, corporation, or other legal entity shall cause, or permit the conduct of a massage establishment without having first obtained a license from Common Council in accordance with this section. A separate license shall be acquired for each such establishment.

b. No license shall be transferred between locations or persons and no massage establishment license shall be sold or be subject to transfer of corporate assets or change of corporate officers or directors.

c. Massage Establishment licenses issued by the City shall be prominently displayed on the premises during all hours of operation.

(2) *Term.* The license term shall be for one year beginning on May 1 through April 30 of the following year.

(3) *Fee.* The license fee shall be as provided in the City Fee Schedule. License fees shall be nonrefundable and shall be prorated for the license term. The application must be accompanied by payment of the License fee or upon such portion of the fee as the number of months, or fraction of a month, remaining until March 31 of each year.

(4) *Location.*

a. No license shall be granted for any establishment the main entrance to which is within seventy-five (75) feet of the common entry hall to residences, nor for any room or rooms in any hotel or motel, except upon approval by the Common Council, or unless the establishment occupancy predates the creation of this section.

b. A licensed massage therapist or bodywork therapist may perform massage therapy or bodywork therapy at a massage establishment licensed pursuant to this section, appropriately zoned for the business and possessing a valid certificate of occupancy from City Inspections, or at the place of residence or business of a client receiving massage therapy or bodywork therapy.

(5) *Application submission.* Applications shall be made on forms supplied by the City Clerk, and shall be complete.

(6) *Application contents.* All applications shall be complete, and contain all required information, or shall be rejected by the Clerk. All applications shall include all of the following.

a. The location and address of the proposed establishment.

b. An individual, each person of a partnership or joint venture, or an agent of a corporation must provide all of the following personal background information:

   1. Name and present address.

   2. Two (2) immediately previous addresses and dates of residence at each.

   3. Their height, weight, color of hair and eyes, written proof of age, and submission of a copy of a government-issued ID.

   4. Their business or occupation history for the two (2) years immediately preceding the date of application.

   5. Whether they have had a similar license revoked or suspended in any jurisdiction and, if so, the name of the municipality and the reason for the suspension or revocation.

   6. Whether they have been convicted of any crime or ordinance violation other than traffic offenses within the past three (3) years and, if so, a listing of the same and the locations thereof.

c. If the applicant is a corporation, the names and addresses of each officer and director and of the stockholders of such corporation, together with the extent of the ownership of each and a statement whether such officer, director, or stockholder holds office or stock in any other corporation conducting a similar business in the State of Wisconsin. Any application submitted on behalf of a corporation shall be made by an agent registered as such who shall have been a resident of the State of Wisconsin for at least ninety (90) days.

d. All phone numbers of the proposed establishment.

e. The name, address, state license number, phone number, and a copy of one (1) form of government-issued ID of each person employed as a massage therapist or bodywork therapist by the applicant at the proposed establishment at the time of application;

f. The name, address, state license number, phone number(s), and a copy of one (1) form of government-issued ID of each massage therapist or bodywork therapist, other than those employed by the applicant, who may by virtue of any arrangement with the applicant practice, administer, or offer to practice or administer massage therapy or bodywork therapy at the licensed premises.

g. A floor plan of the establishment which details with particularity the rooms in which massage therapy or bodywork therapy will be practiced, the reception area, the restrooms, and any other areas accessible to clientele.

h. A policy of malpractice insurance written by an insurance company licensed to do business in the State of Wisconsin and verified by a certificate of insurance in an amount of no less than one million dollars ($1,000,000.00) in coverage per employee.

i. The application shall contain a statement signed by the applicant and each individual of a partnership or joint venture that all information contained therein is true and correct.

(d) *Licensure of massage therapists and bodywork therapists required.* No person or entity shall engage in the practice of massage therapy or bodywork therapy or perform massage therapy or bodywork therapy for gain unless such person has previously been issued and holds a valid license of registration pursuant to Wis. Stats. Ch. 460.

(e) *Granting of Licenses.*

(1) *Administrative approval.*

a. Prior to Common Council approval, the Chief shall certify that the application has successfully completed a background check and shall make a recommendation to the Common Council as to whether the application should be approved and a license issued.

b. Prior to Common Council approval, the Director of Community and Economic Development, or their designee, shall certify that the premises complies with all applicable laws and regulations, including applicable building and fire code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.

(2) *Common Council approval.* Applications complying with the provisions of this section shall be forwarded to the Common Council for action. The Common Council shall review the application, the applicant's qualifications, and all other relevant factors and determine whether to grant or deny the license application.

(3) *License fee*. Upon approval by the Common Council, the Clerk shall request a license fee pursuant to the City Fee Schedule. The license fee is nonrefundable and must be paid in full prior to issuance of the license.

(4) *Renewal.* Renewal applications are due on or before **March 1** of each year. The Common Council shall take action on each timely-filed renewal application prior to the expiration of the current license on **April 30**. If a renewal application is received after **March 1**, notice of Council's intent to grant or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on **April 30**.

(5) *Denial.* The Common Council may deny an application for a massage establishment license upon a determination that the applicant does not meet the qualifications for possessing such a license. A denial determination may be based on any relevant factors, including, but not limited to, those listed in this subsection. In the event of denial, the applicant shall receive written notification setting forth the specific reasons for the denial within ten (10) days.

a. The operation as proposed by the applicant does not comply with all applicable state laws and this Code.

b. Within the past three (3) years, the applicant or any partner, officer, director, or stockholder thereof has been convicted in a court of competent jurisdiction of an offense under Wis. Stats. Chs. 944 or 961.

c. The applicant or any partner, officer, director, or stockholder has been convicted in a court of competent jurisdiction of an offense against the person or property of another.

d. The applicant or any partner, officer, or stockholder has been convicted of any other federal, state, county, or municipal offense that is substantially similar to those listed herein.

e. The information required on the application is incomplete or the applicant has knowingly or with the intent to deceive made a false, misleading, or fraudulent statement of fact in the application or in any other document required by the City in conjunction therewith.

f. The applicant has not resided in Wisconsin for at least ninety (90) days prior to date of application.

(6) *Appeals of application denials.* Any applicant whose application for a massage establishment license has been denied by the Common Council may appeal such determination upon written request for a hearing on their application, which must be submitted to the City Clerk within ten (10) days of the notice of denial.

a. *Evidentiary hearing*. Upon appeal, the Common Council shall conduct a hearing on the application to determine if the applicant possesses the qualifications required for licensure under this section.

1. The hearing may be held in open or closed session depending on the nature of the evidence to be presented. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both.

2. The applicant may be represented by counsel, present and examine witnesses, and have a transcript of the hearing prepared at the licensee's expense.

b. *Council action*. At the conclusion of the evidentiary hearing, the Common Council, following deliberation in open or closed session, shall determine whether to uphold the denial or grant the application.

c. *Notice*. The City Clerk shall notify the applicant in writing of the Common Council's decision within ten (10) days after Council makes its determination.

d. *Certiorari*. Any appeal of the Common Council's decision shall be by writ of certiorari to Brown County Circuit Court.

(f) *Regulation of operations and licenses.*

(1) Each massage establishment shall at all times maintain and comply with the following operational regulations.

a. The licensee shall comply with all City Codes.

b. There shall only be one (1) sign posted at the main entrance. The sign shall be non-flashing.

c. No establishment shall be open for business between the hours of 9:00 P.M. and 7:00 A.M.

d. Any massage therapists or bodywork therapists employed by the establishment shall possess valid licenses pursuant to Wis. Stats. Ch. 460.

e. No person under the age of eighteen (18) years shall be permitted on the establishment premises unless accompanied by their parent, guardian, or spouse, or upon written authorization executed by the underage person's parent, guardian, or spouse.

f. No intoxicating beverages or substance included in Wis. Stats. ch. 961, sub. II, except those possessed pursuant to a valid prescription from a licensed professional, shall be permitted in the licensed establishment. Food shall be permitted only when there is no charge, and in compliance with Brown County health code.

g. The licensee shall provide a waiting area for patrons that is separate from any area in which massage therapy or bodywork therapy takes place. There shall be direct access to this area from the main entrance or from a hallway connected only to the main entrance.

h. A licensed massage therapist or bodywork therapist shall be present on the establishment premises at all times during hours of operation, shall administer all massage therapy or bodywork therapy at the establishment, and shall be responsible for massage therapy or bodywork therapy operations of the establishment.

i. At any time during its hours of operation, the establishment shall permit inspection of the premises by City building inspectors, fire inspectors, health inspectors, or personnel of any law enforcement agency for purpose of ascertaining compliance with this section and conducting routine inspections. Application for and acceptance of a license under this section constitutes consent to such inspection. Any inspection shall include areas let, subleased, or subject to any other business.

j. The licensee shall keep records of the name, address, proof of state licensure, and at least one (1) copy of a form of government-issued ID of each of its massage therapists and bodywork therapists, as well as the names and addresses of its agents, managers, and employees and the dates of employment and termination of each. Such records shall be open to inspection by any of the personnel listed in this section. These records shall be retained by the licensee for a period of ninety (90) days.

k. The licensee shall keep records of the name, address, proof of state licensure, and at least one (1) copy of a form of government-issued ID of each massage therapist or bodywork therapist, other than those employed by the licensee, who may by virtue of any arrangement with the licensee practice, administer, or offer to practice or administer massage therapy or bodywork therapy at the establishment. Such records shall be open to inspection by any of the personnel listed in this section. These records shall be retained by the licensee for a period of ninety (90) days.

l. The licensee shall report any change of any fact required on the application form and all personnel changes to the City Clerk within ten (10) days of such change.

m. The licensee shall have and maintain in full force and effect during the license term a policy of malpractice insurance written by an insurance company licensed to do business in the State of Wisconsin and verified by a certificate of insurance in an amount of no less than one million dollars ($1,000,000.00) in coverage per person.

n. Rooms in which massage therapy or bodywork therapy is practiced or administered shall have at least seventy (70) square feet of clear floor area.

o. Massage therapy or bodywork therapy tables shall have a surface which is impervious to liquids and shall be furnished with linen, either disposable or washable, which are changed for each client,

p. Massage establishments shall prominently display their City-issued establishment license on the premises during all hours of operation.

q. Massage establishments shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in cabinets or other appropriate facilities. Towels and linens shall not be used on more than one patron unless they have first been laundered and disinfected. Soiled linens and paper towels shall be deposited in approved receptacles.

(g) *Revocation, suspension, and nonrenewal of license.* The Common Council, for just cause, may revoke, suspend, or nonrenew any license granted under this section upon serving written notice of the grounds forming a basis for the revocation, suspension, or nonrenewal upon the licensee. The notice shall contain the street address or other description sufficient to identify the licensed establishment and a description of the grounds for revocation, suspension, or nonrenewal. The notice may be served via personal service or by certified mail. If the licensee cannot reasonably be served, notice may be served by publication as a Class 1 notice. The notice of revocation, suspension, or nonrenewal shall provide for a hearing upon the licensee's submission of a written request to the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the City Clerk shall administratively revoke, suspend, or nonrenew the license, as set forth in the notice.

(1) *Grounds.* A license granted under this section may be revoked or be suspended for up to six (6) months by the Common Council upon valid grounds, including, but not limited to, any of the following.

a. The licensee has made or recorded any statement required by this section knowing it to be false, fraudulent, or intentionally deceptive.

b. The licensee has violated a provision of this section.

c. The licensee has violated a provision of this Code.

d. The licensee or any massage therapist, bodywork therapist, or other employee of the establishment has advertised for any massage therapy, bodywork therapy, or related services to be performed at the establishment that involve sexual acts or any

contact with the intimate parts of any person, **except such contact that is acceptable under state law.**

e. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense under Wis. Stats. ch. 944.

f. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense against the person or property of a patron.

g. One or more massage therapist, bodywork therapist, or other employee of the establishment has been fined under Wis. Stats. § 460.15 or whose license has been the subject of discipline by the applicable credentialing board or the Wisconsin Department of Safety and Professional Services.

h. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense involving substances in Wis. Stats. ch. 961, sub. II, that reasonably relates to the establishment, where there is shown the participation or knowledge of any other establishment personnel or of any individual within the business structure of the licensee.

i. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving sexual contact as defined by Wis. Stats. § 939.22 (34) or sexual intercourse as defined by Wis. Stats. § 939.22 (36) or any other criminal offense that substantially relates to the individual's employment with the establishment.

j. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving exposing their intimate parts, or any portion thereof, to any other person.

k. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving exposing the intimate parts, or any portion thereof, of any other person for the purpose of sexual humiliation, degradation, arousal, or gratification.

l. One or more massage therapist, bodywork therapist, or other employee of the establishment, while in the presence of any other person in a massage establishment, failed to conceal **themselves** with a fully opaque covering or any ~~the~~ intimate parts of their body**.**~~, if the purpose of such failure is sexual humiliation, degradation, arousal, or gratification~~.

m. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving offering to perform or to make available, permit, or in any way participate in the performance of any act prohibited in this section.

n. The licensee owning or operating the massage establishment knowingly caused, allowed, or permitted in or about such massage establishment any agent, employee, or any other person under their control or supervision to perform any acts prohibited in this section.

(2) *Hearings on Revocation, Suspension, and Nonrenewal.*

a. *Complaint.*

1. Any resident of the City may file a sworn written complaint with the City Clerk alleging one or more of the grounds listed in this subsection (g) about any licensee holding a license under this section.

2. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the City Clerk stating the specific grounds for the revocation or suspension.

b. *Summons*. Upon the timely filing of a written request for a hearing, the Common Council shall issue a summons, signed by the City Clerk and directed to any peace officer or constable, commanding the subject licensee to appear before the Common Council on a day and at a place named in such summons and show cause why the license should not be revoked or suspended. Such summons shall be served at least seven (7) days before the time at which such person is commanded to appear and shall be served by personal service or by certified mail. If the licensee cannot reasonably be served, then notice may be served by publication as a Class 1 notice.

c. *Evidentiary hearing*. The Common Council shall conduct a hearing on a complaint filed under this subsection to revoke or suspend any license granted under this section. The Council shall determine whether the arguments shall be presented orally or in writing, or both.

1. The hearing may be held in open or closed session depending on the nature of the evidence to be presented. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both.

2. The licensee may be represented by counsel, present and examine witnesses, and have a transcript of the hearing prepared at the licensee's expense.

3. The judgment of conviction of any licensee, or employee or agent thereof, in any municipal, state, or federal court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie evidence of a violation for purposes of this section. Mitigating circumstances may be introduced with respect to any judgment of conviction.

d. *Council action*. At the conclusion of the evidentiary hearing, the Common Council, following deliberation in open or closed session, shall make one of the following determinations.

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 180 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.

e. *Nonrenewal*. A massage establishment license may be nonrenewed based on any of the grounds identified in this section. Each year, the Chief shall identify any license for nonrenewal and provide that recommendation to the Common Council for determination on renewal and provide that recommendation to the Common Council for determination on renewal or intent to nonrenew the license. If the Common Council determines it will not renew, a notice shall be sent to the licensee stating with specificity the grounds for nonrenewal and informing the licensee of the right to a hearing. The licensee shall have ten (10) days to request an evidentiary hearing on the nonrenewal of their license in writing. Such hearing shall be held in accordance with the provisions of this subsection governing hearings on revocations and suspensions.

f. *Notice and Appeal*. The City Clerk shall notify the licensee in writing of the Common Council's decision and any revocation, suspension, or nonrenewal within ten (10) days after Council makes its determination. Any appeal of the Common Council's decision shall be by writ of certiorari to circuit court and must be commenced within 45 days of the date of the notice or be forever barred.

(3) *Commencement of Penalties.* Penalties shall commence the day after they have been imposed by the Common Council. All periods of suspension shall run consecutively.

(4) *Reports by Police Chief.* The Police Chief shall file reports with the City Attorney advising said City Attorney of conduct by a licensee, or employees thereof, which may constitute a basis for disciplinary action.

(h) *Exceptions.* This section shall not apply to the following businesses or professional establishments:

(1) Offices, clinics, or establishments of physicians, surgeons, chiropractors, osteopaths, nurses, or physical therapists licensed or registered to practice their respective professions under the laws of the State of Wisconsin existing for the provision of such occupational services.

(2) Barber shops and beauty parlors which employ barbers and beauticians licensed under the laws of the State of Wisconsin, provided that any massage therapy or bodywork therapy is limited to the head and scalp.

(i) *Operation Without a License a Public Nuisance.* The operation of a massage establishment or massage therapy or bodywork therapy activity of any individual without a license under this section is deemed a public nuisance and may be enjoined by the City.

(j) *Penalty.* Any person violating any provision of this section other than the Operation Regulations shall be subject to a forfeiture of not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00). Any person violating any provision of the Operation Regulations shall be subject to a forfeiture of not less than five hundred dollars ($500.00) and not more than one thousand dollars (1,000.00). Each day of violation shall constitute a separate offense.

(k) *Severability.* The provisions of any part of this section are severable. If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions, subsections, and applications of this ordinance to other persons or circumstances shall not be affected. It is declared to be the intent of this section that the same would have been adopted had such invalid provisions, if any, not been included herein.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on February 1, 2024.

SECTION 4. Any license granted prior to May 1, 2024, shall be valid through April 30, 2025.

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

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

ZONING ORDINANCE NO. 15-23

AN ORDINANCE REZONING PROPERTY LOCATED AT 203 S MONROE AVE (14-444), 211 S MONROE AVE (14-443), 215 S MONROE AVE (14-442), 225 S MONROE AVE (14-439), 620 DOTY ST (14-427), 624 DOTY ST (14-428), 628 DOTY ST (14-429) FROM OFFICE-RESIDENTIAL (OR) TO DOWNTOWN DISTRICT (D1) (ZP 23-24)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as 203 S MONROE AVE (14-444), 211 S MONROE AVE (14-443), 215 S MONROE AVE (14-442), 225 S MONROE AVE (14-439), 620 DOTY ST (14-427), 624 DOTY ST (14-428), 628 DOTY ST (14-429) , from Office-Residential (OR) to Downtown (D1):

203 S MONROE AVE (14-444)
LOT 12, BLOCK 38 ACCORIDNG TO THE RECORDED PLAT OF THE TOWN OF ASTOR, CITY OF GREEN BAY, E.S.F.R., BROWN COUNTY, WISCONSIN, EXCEPTING THEREFROM THAT PART OF THEREOF DESCRIBED IN DOCUMENT NO. 2645908

211 S MONROE AVE (14-443)
LOT 11, BLOCK 38, ACCORIDNG TO THE RECORDED PLAT OF THE TOWN OF ASTOR, CITY OF GREEN BAY, E.S.F.R., BROWN COUNTY, WISCONSIN

215 S MONROE AVE (14-442)
LOT 10, BLOCK 38, ACCORIDNG TO THE RECORDED PLAT OF THE TOWN OF ASTOR, CITY OF GREEN BAY, E.S.F.R., BROWN COUNTY, WISCONSIN

225 S MONROE AVE (14-439)
ALL OF LOTS 7, 8, 9, BLOCK 38, AND THE WEST 55 FEET OF LOTS 5 AND 6, BLOCK 38, ACCORIDING TO THE RECORDED PLAY OF ASTOR, CITY OF GREEN BAY, E.S.F.R, BROWN COUNTY, WISCONSIN

620 DOTY ST (14-427)
THE WEST 56 OF LOT 1, BLOCK 38, ACCORDING TO THE RECORDED PLAT OF ASTOR, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

624 DOTY ST (14-428)
THE WEST 54 FEET OF THE EAST 109 FEET OF LOT 1, BLOCK 38, ACCORDING TO THE RECORDED PLAT OF ASTOR, CITY OF GREEN BAY, E.S.F.R, BROWN COUNTY, WISCONSIN

628 DOTY ST (14-429)
THE EAST 55 FEET OF LOT 1, BLOCK 38, ACCORIDING TO THE RECORDED PLAT OF ASTOR, CITY OF GREEN BAY, E.S.F.R, BROWN COUNTY, WISCONSIN

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

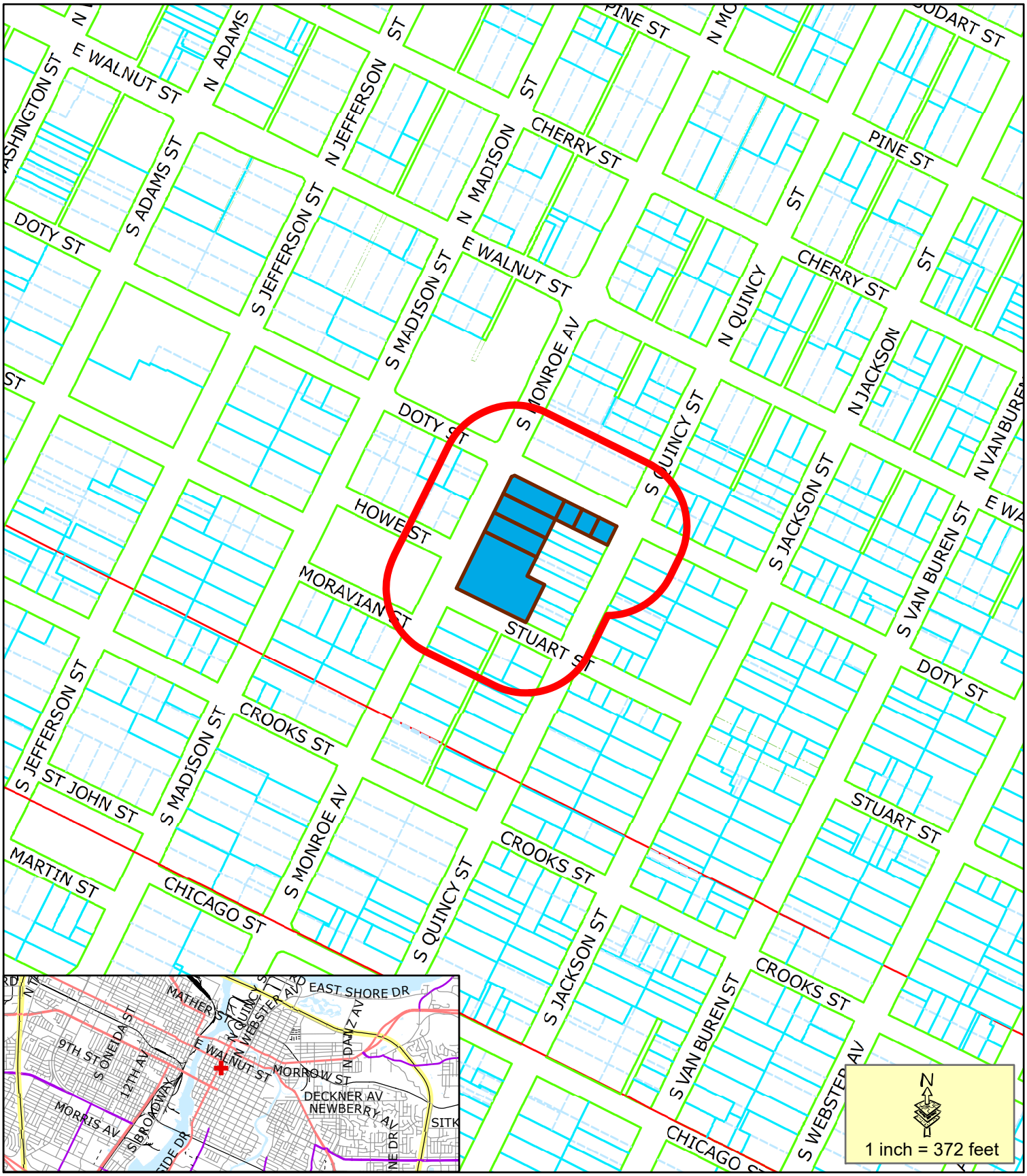
APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

jl:
Attachments – Location Map



Proposed Rezone

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 JL

Rezone Request (ZP 23-24)
Proposed Rezone
Office Residential to Downtown 1
203-225 S Monroe Ave
620-628 Doty Street

PLANNING ORDINANCE NO. 01-23

AN ORDINANCE
AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY REMOVING MULTIPLE
ROADWAYS AND ADDING AN EXTENSION OF HINKLE STREET RUNNING FROM WEST MASON STREET SOUTH TO HOBART DRIVE (OMA 23-01)

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

SECTION 1. The Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended removing mapped rights-of-way including the extension of Bellwood Lane east beyond its current location, undeveloped Meadowview Drive, and the extension of Springdale Lane north from its existing location. The amendment also includes extending Hinkle Street south and southwest to connect to Hobart Drive approximately 400 feet south of Bellwood Drive with the following conditions:

1. The full extent of the Hinkle Street right-of-way be officially mapped at an 80' width;
2. New intersection of extended Hinkle Street and Hobart Drive be mapped at a 90-degree angle; and
3. Platted, Springdale Lane, and Meadowbrook Drive, and the relevant portion of Bellwood Lane be vacated as requested in Street Vacation (SV) 23-02.

This amendment is depicted on a map attached hereto and made a part of this ordinance as though fully set forth herein.

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 12.03, 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

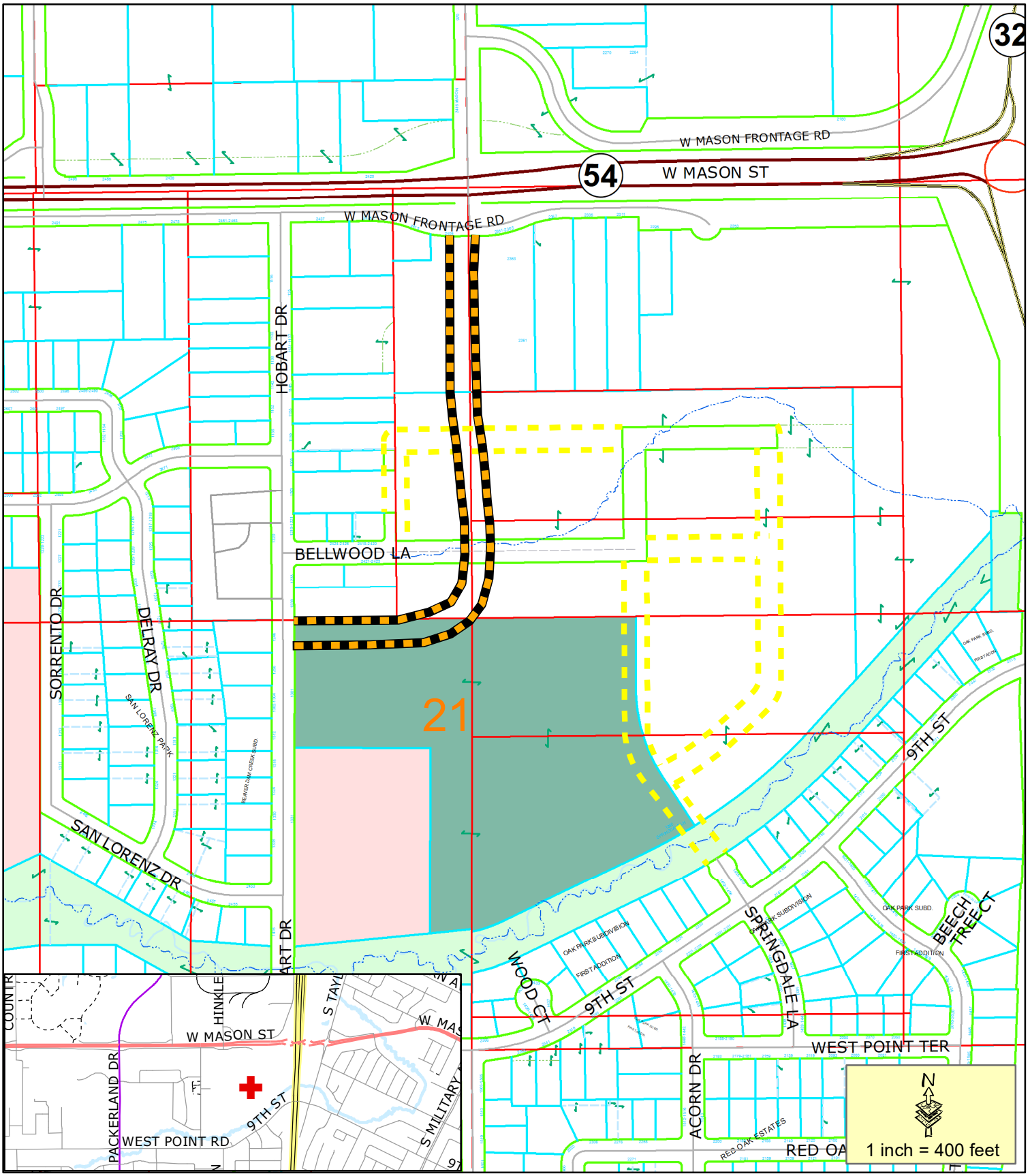
ATTEST:

_____

Celestine Jeffreys, City Clerk

db:

Attachments – Legal Description and Map



Proposed New Roadway

Proposed Roads to be Removed

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Map prepared by DB

Official Map Amendment (OMA 23-01) Extension of Hinkle St and Removal of Others

CITY OF GREEN BAY 1854 Titletown, USA

ZONING ORDINANCE NO. 1414-23

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT FOR PROPERTY LOCATED AT
436 SOUTH MONROE AVENUE
(ZP 23-22)

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 property, as also depicted on Exhibit A - Location Map:

Legal Description: Lot Seven (7), Lot Eight (8) and the South 5 feet of the East ½ of Lot Six (6), Block Twenty-nine (29), according to the recorded Plat of Astor, City of Green Bay, East side of Fox River, Brown County, Wisconsin. Excepting those parts described for street purposes in Volume 972 of Records, Page 222 as Document Number 746506, and Document Number 2642451.
Tax Parcel: 13-169
Land Area: Comprises approximately 20,076 square feet/.461 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 33-unit affordable housing apartment building with a first-floor retail space with specialization in housing adults with intellectual disabilities and non-disabled families. 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 consists of the whole of 436 S. Monroe Avenue.

C. Land Use Regulations. The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:
   1. Principal use of 33 residential dwelling units within a single structure.
   2. Principal use of retail on first-level.
   3. Accessory uses customarily associated with multiple family dwelling and supportive housing including interior first-floor parking, lobby, mail room, janitorial services, community room that may be made available to public entities, office space associated with the principal use, home occupations, childcare for residents, educational spaces for residents, outdoor gathering

spaces, and other uses deemed appropriate by the Zoning Administrator.

D. Prohibited Uses. The PUD limits certain uses from being established on the site or as accessory to the multi-family dwelling principal use including rooming/boarding houses, shelter facilities, transitional housing, dormitories, assisted living/nursing homes, commercial uses typically associated with dwelling (family daycares and live-work units). All other proposed uses are subject to a PUD amendment.

E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure and interior parking on the subject property shall generally comply with Exhibit B and be regulated as follows:
    1. General Site.
        a. Lot Size. Minimum lot area is .461 acres
        b. Maximum Floor Area Ratio (FAR): 3.0
        c. Maximum Impervious Surface: 80%
        d. Accessory buildings shall be regulated as if in the Office Residential Zoning District
    2. Building and Interior Parking.
        a. Front Yard Setbacks:
            1. S. Monroe Avenue: 5 feet
            2. Chicago Street: 5 feet
        b. Rear Yard Setbacks (west lot line): 10 feet
        c. Side Yard Setback (north lot line): 10 feet
        d. Maximum Height: Principal building shall not exceed 46 feet and four stories in height.

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 Chicago Street
    2. Development shall provide a minimum of 23 on-site, interior parking spaces.
    ~~3. Development shall provide evidence of off-street parking availability for 10 additional residential spaces.~~
    4. Pedestrian access shall be provided from all public streets with public sidewalks adjoining the development.
    5. Any access, circulation, or parking issues not addressed by this PUD shall default to the Downtown Zoning District.

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. Façade Articulation. Buildings shall be designed to provide interest and variety. Flat, unadorned walls should be avoided. Façade lengths shall not be greater than 40 feet without articulation including but not limited to:
    a. Division of façade into individual components (i.e. storefronts, distinct uses) through the use of architectural elements such as entrances, arcades, windows, balconies, awnings, marquees, etc.
    b. Recesses or projections of the main façade plane.
    c. Recesses or projections of upper floors from the ground floor façade plane.
    d. Vertical division using different materials and textures.
3. Exterior Materials. Building materials shall be durable and appropriate for the residential district as well as being regulated as follows:
    a. Exterior building façades shall be predominately (minimum of 80%):
        1. Brick or brick veneer
        2. Cementitious panels/siding
        3. Architectural/decorative metal panels
        4. Wood or wood composite
        5. Windows and doors
    b. Windows and doors. Windows shall include trim and all building entrances shall include a canopy or other roofing element over the doorway.

H. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.

I. Signage. All signage within the PUD area shall meet the standards as set forth within Chapter 30 of the Green Bay Municipal Code.

J. Refuse and Mechanical Equipment. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.

K. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.

L. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for the parcel shall be considered Office Residential.

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:

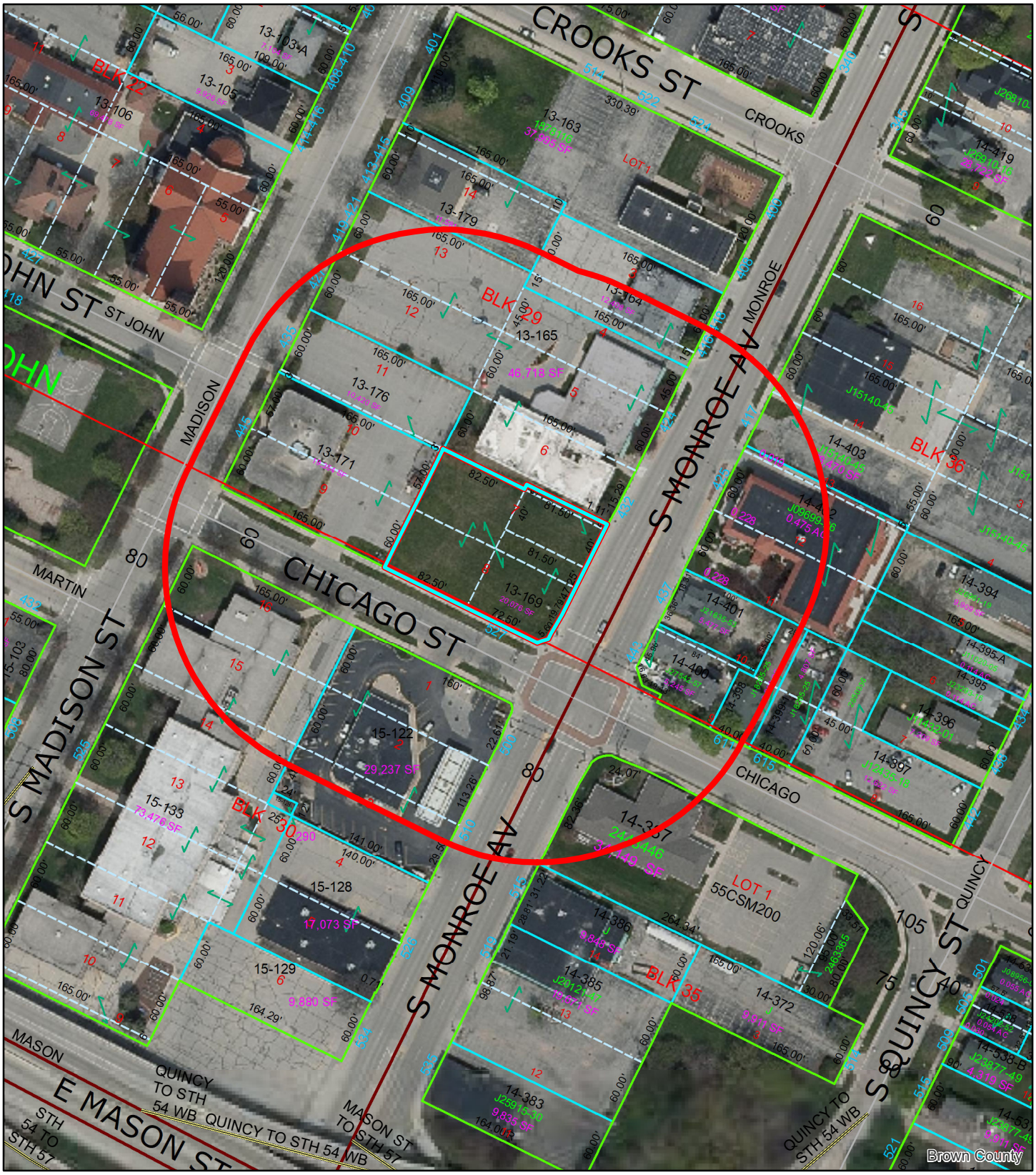
_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, City Clerk

sh:

Attachments:
Exhibit A – Location Map
Exhibit B – Conceptual Site Plan
Exhibit C – Conceptual Building Elevations



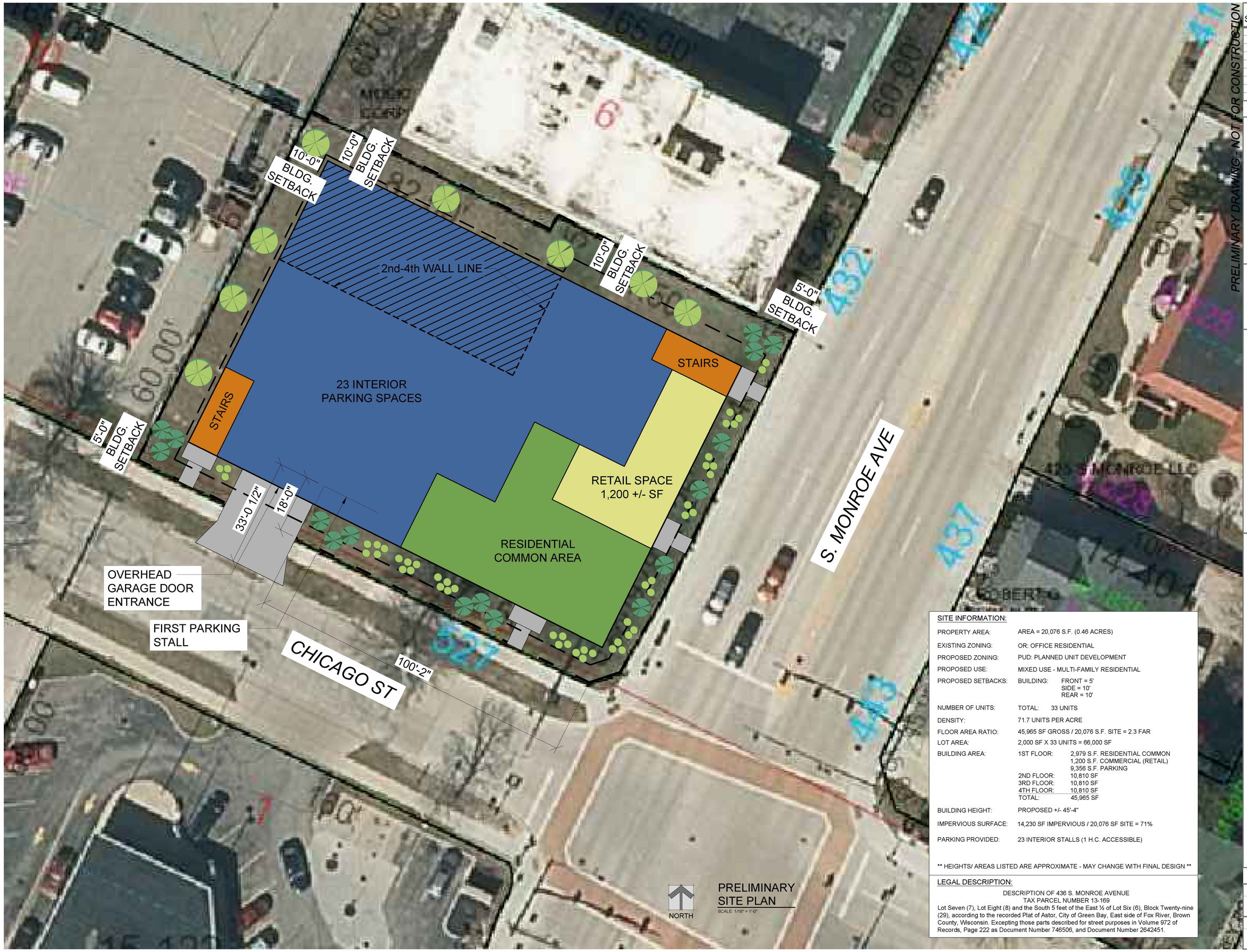
(ZP 23-22) Planned Unit Development
436 S Monroe Avenue

Feet
0 35 70 140
N

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only.The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 12 Jul 2023 X:\Planning\Basemaps\template_8.5x11.mxd

436 S Monroe Avenue

200-ft. Notification Area



PRELIMINARY SITE PLAN
SCALE: 1/16" = 1'-0"

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

PRELIMINARY SHEET DATES:

M+A DESIGN, INC.
24 SOUTH BROOKE STREET
FOND du LAC, WISCONSIN 54937
l.petrie@madesigninc.net (920) 922-8170

PROPOSED APARTMENTS

436 MONROE ST.
GREEN BAY, WI 54301

SITE INFORMATION:

PROPERTY AREA:	AREA = 20,076 S.F. (0.46 ACRES)
EXISTING ZONING:	OR: OFFICE RESIDENTIAL
PROPOSED ZONING:	PUD: PLANNED UNIT DEVELOPMENT
PROPOSED USE:	MIXED USE - MULTI-FAMILY RESIDENTIAL
PROPOSED SETBACKS:	BUILDING: FRONT = 5' SIDE = 10' REAR = 10'
NUMBER OF UNITS:	TOTAL: 33 UNITS
DENSITY:	71.7 UNITS PER ACRE
FLOOR AREA RATIO:	45,965 SF GROSS / 20,076 S.F. SITE = 2.3 FAR
LOT AREA:	2,000 SF X 33 UNITS = 66,000 SF
BUILDING AREA:	1ST FLOOR: 2,979 S.F. RESIDENTIAL COMMON 1,200 S.F. COMMERCIAL (RETAIL) 9,356 S.F. PARKING 2ND FLOOR: 10,810 SF 3RD FLOOR: 10,810 SF 4TH FLOOR: 10,810 SF TOTAL: 45,965 SF
BUILDING HEIGHT:	PROPOSED +/- 45'-4"
IMPERVIOUS SURFACE:	14,230 SF IMPERVIOUS / 20,076 SF SITE = 71%
PARKING PROVIDED:	23 INTERIOR STALLS (1 H.C. ACCESSIBLE)

** HEIGHTS/ AREAS LISTED ARE APPROXIMATE - MAY CHANGE WITH FINAL DESIGN **

LEGAL DESCRIPTION:

DESCRIPTION OF 436 S. MONROE AVENUE
TAX PARCEL NUMBER 13-169

Lot Seven (7), Lot Eight (8) and the South 5 feet of the East ½ of Lot Six (6), Block Twenty-nine (29), according to the recorded Plat of Astor, City of Green Bay, East side of Fox River, Brown County, Wisconsin. Excepting those parts described for street purposes in Volume 972 of Records, Page 222 as Document Number 746506, and Document Number 2642451.

JOB NUMBER: 2023.14

SHEET C1.0

PROPOSED APARTMENTS

GREEN BAY, WI

M+A DESIGN, INC.

4 SOUTH WEST
1/8" = 1'-0"

3 SOUTH EAST
1/8" = 1'-0"

2 NORTH WEST
1/8" = 1'-0"

1 NORTH EAST
1/8" = 1'-0"

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

PRELIMINARY SHEET DATES:

M+A DESIGN, INC.
24 SOUTH BROOKE STREET
FOND du LAC, WISCONSIN 54937
l.petrie@madesigninc.net (920) 922-8170

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SHEET A2.0