



AGENDA OF THE COMMON COUNCIL

TUESDAY, AUGUST 22, 2023, 6:00 PM

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

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. Join Zoom Meeting Online:
<https://us02web.zoom.us/j/89065740794>

Or call in by phone: +1 312 626 6799

Meeting ID: 890 6574 0794

Passcode: 633076

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.

- I. August 1, 2023.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Recognitions and Awards.

- I. In recognition of Melissa Edison's life-saving action in performing the Heimlich maneuver on a co-worker. Melissa is the Mayor's Community Liaison.

J. Appointments.

I. Reappointments:

Landmarks Commission

Ian Griffiths, 1023 S. Van Buren St., Green Bay, WI 54301

Term to expire: September 1, 2026

David Siegel, 144 Rose Ln., Green Bay, WI 54302

Term to expire: September 1, 2026

Transit Commission

Terri Refsguard, 1342 11th Ave., Green Bay, WI 54304

Term to expire: September 1, 2026

Green Bay Sustainability Commission

Ned Dorff, 1321 Emilie St., Green Bay, WI 54301

Term to expire: September 1, 2026

K. Ordinances - Second Reading for Adoption.

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 (DI).

3. Zoning Ordinance No. 14-23

An ordinance creating a Planned Unit Development (PUD) overlay district for property located at 436 South Monroe Avenue.

4. 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. Report of the Redevelopment Authority (August 17, 2023).

- 1. To approve an amendment to the professional services contract with GRAEF for additional engineering services associated with the development of the JBS site, contingent on final review and approval by the City Attorney.**

M. Report of the Improvement & Services Committee (August 16, 2023).

1. To approve the request by CH Robinson to enter into a rental agreement for sixty (60) stalls in River Ramp, in association with their space in the FEWI Building.
2. To hold the request by HCW, LLC and Baylake Food Court Real Estate, LLC to enter into a rental agreement for fifty (50) stalls in Cherry Street Ramp, in association with condominium development in the Baylake City Center Building.
3. To refer to staff the request by Ald. Grant to require staff to send a letter to residents who will have financial contribution to new sidewalks included in the City's Capital Improvement Program (held over from the July 26, 2023 Improvement & Services meeting).
4. To approve the request by Ald. Hutchison, on behalf of Mike Miksch, 426 Easy Street, to have sidewalk ordered along the south side of Sitka Street, between Robert Lane and McAuliffe Heights Trail, at all locations where sidewalk does not currently exist and to include the project in the 2024 Capital Improvement Program.
5. To approve the request by Ald. Mark Steuer 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 and to work with Community & Economic Development to determine the funding mechanism for the project (held over from the July 26, 2023 Improvement & Services meeting).
6. To hold the request by Ald. Brunette, on behalf of residents on Country Club Road, regarding the plan to include sidewalks on the upcoming Country Club Road reconstruction project.
7. To accept the 2023 Downtown Parking Study completed by Desman Parking Consultants and direct staff to solicit comments from stakeholders and prepare a list of recommendations for implementation (held over from the July 26, 2023 Improvement & Services meeting).
8. To approve the request by Department of Public Works to enter into a Cooperative Purchasing Agreement with KONE Care in the amount of \$129,832.00 for repairs to the Police Station Elevator.
9. To approve the request by Department of Public Works to enter into a Professional Services Agreement with ECS Midwest, LLC in the amount of \$25,206.00 for Geotechnical Soil Exploration for 2024 reconstruction projects.
10. To receive and place on file the award of contract SEWERS 1-23 MINI-SEWERS to Highway Landscapers, Inc. in the amount of \$468,281.00.
11. To receive and place on file the award of contract ASPHALT PAVING 2023 to MCC Inc. in the amount of \$295,220.04.
12. To receive and place on file the award of contract SEWERS 2-23 BASIN REPAIRS to Vinton Construction Company in the amount of \$1,243,438.45.
13. To receive and place on file the award of contract PAVEMENT 4-23 BERNER STREET RECONSTRUCTION to PTS Contractors, Inc. in the amount of \$1,886,000.00.

14. To receive and place on file the non-award of contract PARKS 8-23 JOANNES AQUATIC CENTER REROOFING.
15. To receive and place on file the actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Jerry Parham

2. Underground Sprinkler System

- a. Rain Master Irrigation Inc.

N. Report of the Protection & Policy Committee (August 14, 2023).

1. To approve a change of agent for Marcus Cinemas of Wisconsin, LLC (Marcus Cinemas Green Bay East) at 1000 Kepler Dr.
2. To grant an application for an available "Class B" Liquor & Class "B" Beer license for BE's Refreshments, Inc. at 850 Kepler Dr. Suite 2 with a license premises description as "Wedding Venue and Conference Center. Building has one large room with a bar and two conference rooms. We will be hosting weddings as well as business events and dinners. Alcohol will be sold and consumed in the main wedding hall, the hallway, the conference rooms. Alcohol will be stored in the beverage cooler as well as bar area in the main wedding hall, with the approval of the proper authorities.
3. To grant an application for a "Class B" Liquor & Class "B" Beer license for Rockyz Taqueria LLC at 1679 Main St. with license premises described as "serve in the dining rm, stored in a separate area in a separate room," with the approval of the proper authorities. (Currently, license is granted for the 23-24 year to Rogelio Perez Jr).
4. To grant a reserve "Class B" Liquor license for Allegedly LLC at 2056 Main St. Suite A with a license premises description as "alcohol will be sold in the main bar area and it will be stored in our back coolers and in our coolers we have behind the bar," with the approval of the proper authorities (Currently licensed as Allegedly LLC with a Class "B" Beer license).
5. To grant an application for an available "Class B" Liquor & Class "B" Beer license for Baker & Mac Arthur, Inc. at 324 N. Roosevelt St. with a license premises description as "bar, locked storage, 2 bathrooms, back, locked storage unit, basement, with the approval of the proper authorities. To grant a waiver and approve a licensed establishment within 300' of a school (requires 2/3 vote of Council). (Previously licensed as Ramis River Run, LLC until May 24, 2023).
6. To grant a "Class B" Liquor and Class "B" Beer license for Vic Theatre Green Bay, LLC at 217 E. Walnut Ave. with a license premises description as "second-floor conference room and theater entrance," with the approval of the proper authorities (Filed June 30, 2023 and previously licensed as Confetti's, Inc. during the 22-23 license year)

7. To deny an application for a "Class B" Liquor & Class "B" Beer license for Taste of the South on Wheels LLC at 114 S. Broadway with a license premises description as "behind bar, in kitchen, in basement" (Filed June 30 and previously licensed as Green Dragon during the 22-23 license year), subject to the approval of the proper authorities.
8. To grant an appeal by John Rome, 1315 S. Oakland Ave., as to \$225, which will be credited to his account, subject to completion of the pending order.
9. Informational Only: The Liquor Violation Report.
10. Informational Only: The Clerk Liquor Licensing Report.
11. Informational Only: The release of one 2022-2023 available "Class B" Liquor & Class "B" Beer license to the pool due non-renewal (First and Bowl).

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

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

P. Report of the Plan Commission (August 14, 2023).

1. To hold until the September 11, 2023 meeting of the Plan Commission.
REFERRED BACK TO PLAN COMMISSION: (ZP 23-25) Consideration with possible action on a request by Basudev Adhikari of Green Bay Area Business Development LLC, applicant, Green Bay Retail Center, LLC, property owner for a Conditional Use Permit to allow a convenience store, drive through restaurant and fueling/gas/service station use within a Downtown (DI) district at 201 N Monroe Avenue (Ald. R. Scannell, District 7).
2. To approve a request to rezone 205 Hudson Street from Low-Density Residential (RI) to Public Institutional (PI). (Public Hearing held August 14, 2023).
3. To approve the declaration of surplus for a city-owned property located at 929 N Broadway Street, submitted by the Department of Community and Economic Development, on behalf of the City of Green Bay subject to the following condition:
 - a. The subject property shall be directed to the Redevelopment Authority of the City of Green Bay for disposition and development.

Q. Report of the Finance Committee.

1. To receive and place on file a request by the Finance Director to review and discuss 2022 year-end financial results for the City. The City's audit firm, Baker Tilly, will present to the committee.
2. To approve the purchase two (2) Spectrometer units from Thermo Scientific Portable Analytical Instruments Inc. for a total of \$122,422.62.
3. To hold the City of Green Bay 2024 Fee schedule resolution until the next Finance Committee meeting on September 12, 2023.
4. To approve the acceptance of the Wisconsin Elections Commission's Election Security Subgrant program award of \$10,620.24 to be used toward purchasing redesigned absentee ballot envelopes.

R. Report of the Park Committee (August 16, 2023).

1. To approve the updates to the budget and phasing plan for Farlin Park.
2. To approve the request by Ducks Unlimited Inc. to apply herbicide to the phragmites located in the eastern managed wetland area at Ken Euers Nature Area.
3. To approve the purchase of a Toro Groundsmaster 5910 Mower from Reinders for a total cost of \$154,480.87.
4. To approve the purchase of a T4 Bobcat Skid Steer Loader for a total cost of \$58,894.61 from Bobcat Plus, Inc.

S. Report of the Personnel Committee. (August 15, 2023)

1. To approve the over hire of one firefighter through December 31, 2023
2. To approve the addition of a Deputy Treasurer position to the Administrative Services Department. (Held from the August, 01, 2023 Common Council Meeting).

T. Informational.

1. Building Report for July 2023
2. MuniCtReportJuly2023

U. Resolutions.

1. Resolution drawing final orders ro contractors for August 22, 2023.

V. Ordinances - First Reading.

1. Zoning Ordinance No. 23-29
An ordinance rezoning property located at 205 Hudson Street from a low-density residential district (RI) to a public institutional district (PI).

W. Referral of Petitions & Communications.

X. 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

August 22, 2023

PREPARED BY

AGENDA ITEM # I.I

In recognition of Melissa Edison's life-saving action in performing the Heimlich maneuver on a co-worker. Melissa is the Mayor's Community Liaison.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # K.I

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 ACCORDING 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, ACCORDING 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, ACCORDING 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, ACCORDING TO THE RECORDED PLAT 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, ACCORDING TO THE RECORDED PLAT OF ASTOR, CITY OF GREEN BAY, E.S.F.R., BROWN COUNTY, WISCONSIN

ZONING ORDINANCE NO. 15-23

PAGE 2

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

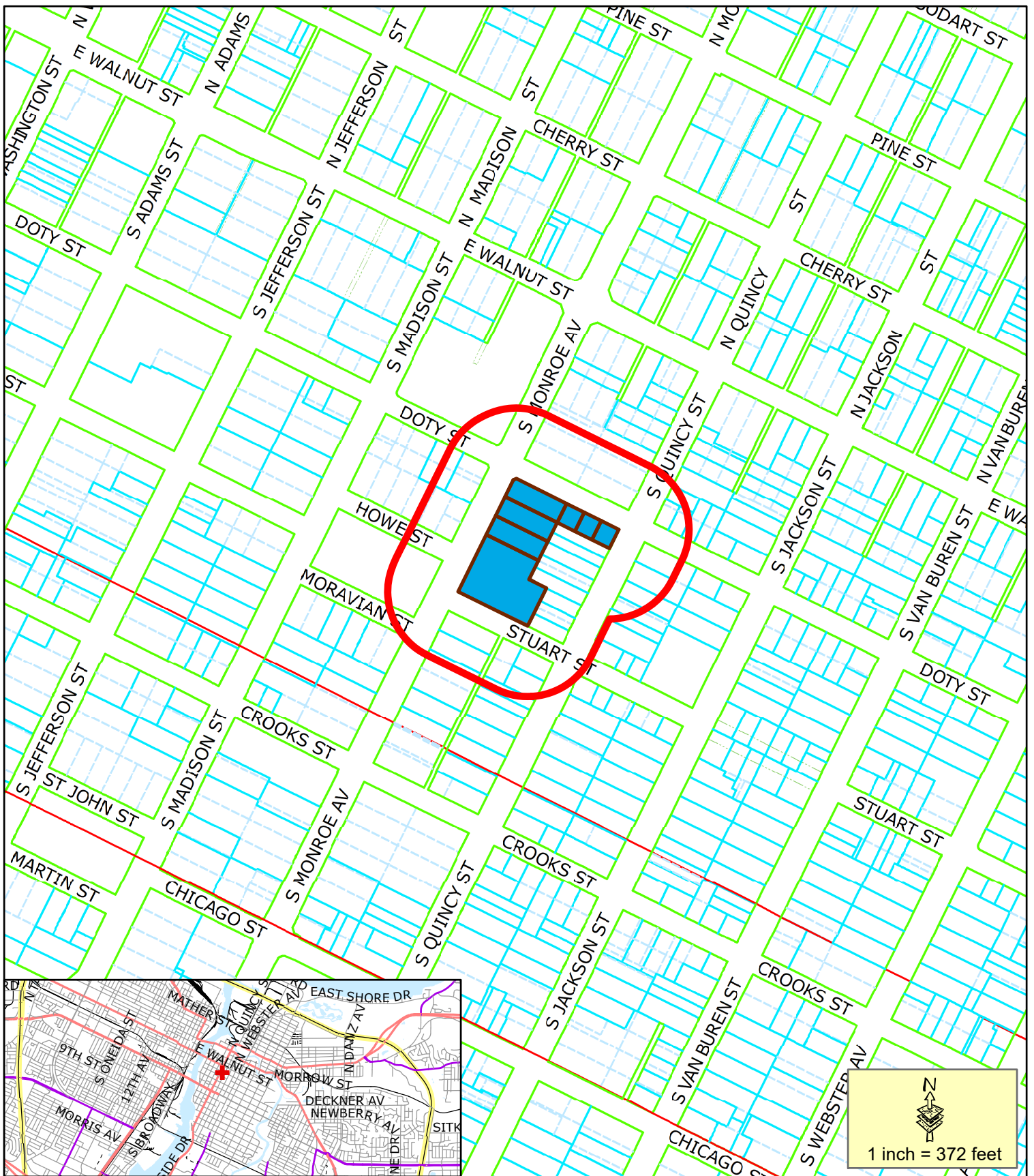
APPROVED:

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

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 40 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

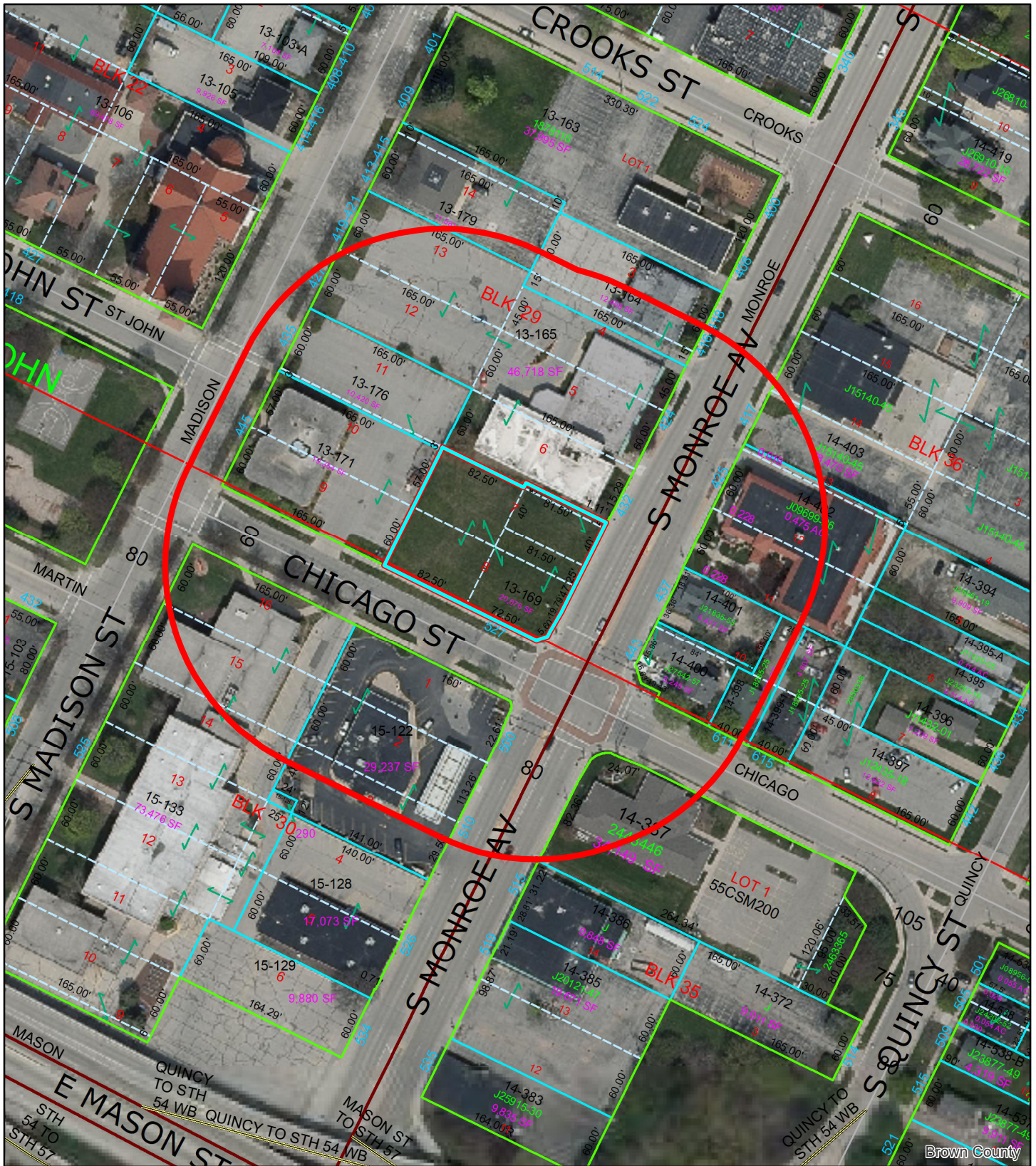
sh:

Attachments:

Exhibit A – Location Map

Exhibit B – Conceptual Site Plan

Exhibit C – Conceptual Building Elevations

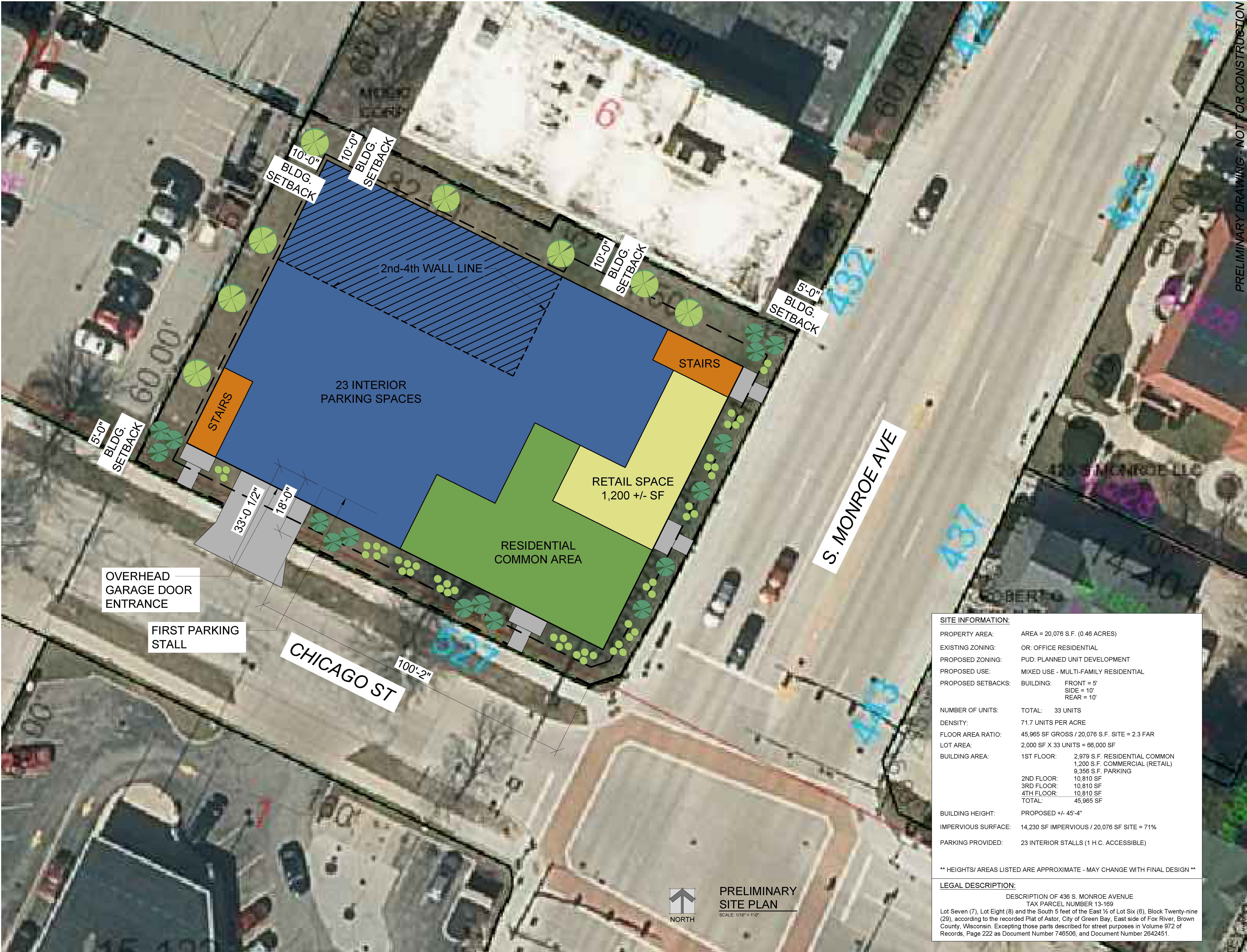


(ZP 23-22) Planned Unit Development 436 S Monroe Avenue



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



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.

PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

PRELIMINARY SHEET DATES:

M+A DESIGN, INC.
24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54937
l.pethe@madesigninc.net (920) 922-8170

PROPOSED APARTMENTS
436 MONROE ST.
GREEN BAY, WI 54301

JOB NUMBER:
2023.14
SHEET
C1.0



PROPOSED APARTMENTS

GREEN BAY, WI





PRELIMINARY DRAWING - NOT FOR CONSTRUCTION

PRELIMINARY SHEET DATES:

M+A DESIGN, INC.

24 SOUTH BROOKE STREET
FOND DU LAC, WISCONSIN 54937
l.pette@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

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:

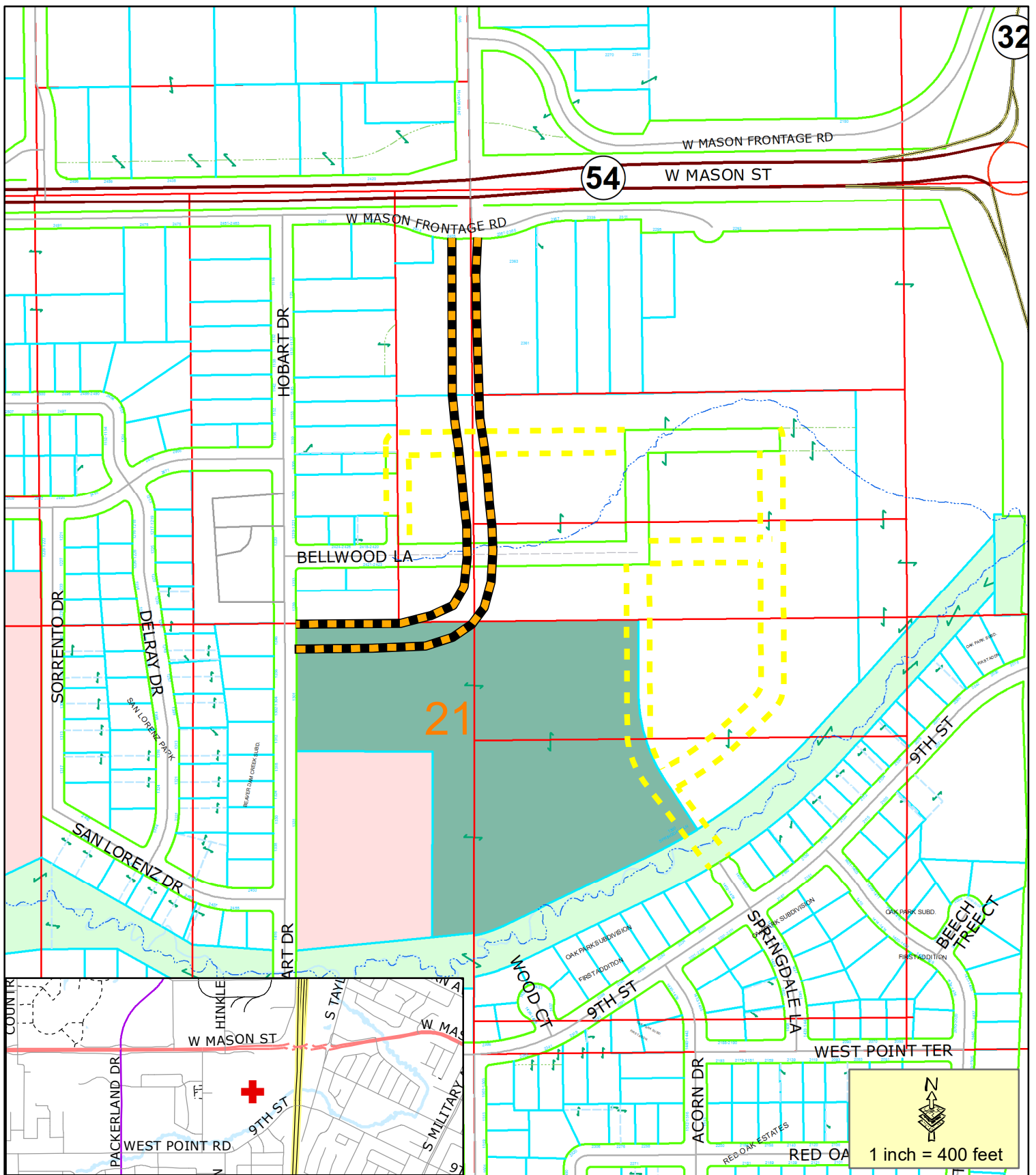
PLANNING ORDINANCE PO 01-23

Page 2

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





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

MEETING DATE

August 22, 2023

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # L.1

To approve an amendment to the professional services contract with GRAEF for additional engineering services associated with the development of the JBS site, contingent on final review and approval by the City Attorney.

BACKGROUND

The City of Green Bay retained services from GRAEF to complete preliminary conceptual design work for the proposed JBS subdivision. Now that the concept work is completed, there is a desire to amend the contract with GRAEF to include additional scope of work services to complete Phase 2 of design/engineering for the continued development of the JBS site. The Scope of Work includes completing final design work and detailed engineering bid documents for the construction of certain elements of the subdivision concept. Elements of the Phase 2 design work are to include; VT Pride Park conceptual design along with detailed engineering for the proposed boulevard park, urban farm, community building, destination playground, splash pad, trail design, road design, stormwater management and related utility design. The consultant services shall include coordination for additional public input meetings, conceptual design, construction plans, written specifications, cost estimates along with assistance with construction administration.

RECOMMENDATION

To approve an amendment to the professional services contract with GRAEF for additional engineering services associated with the development of the JBS site.

FISCAL IMPACT

ATTACHMENTS

1. 2023-06-15 JBS Site lay-out
2. 112122 GRAEF MUSE PSA Contract for JBS Planning
3. JBS Park RFP
4. 2023-08-17 JBS Final Concept Plan_print quality
5. JBS Subdivision and Parks - Fee Breakdown Tasks 1 - 5
6. JBS Subdivision and Parks Ph 2 Engineering Proposal_8-4-2023 - Entire Bound
7. 2023-0817 RDA presentation graphics



CONTEXT AERIAL WITH NEIGHBORHOOD CONCEPT SKETCH
THE GRAND BOULEVARD

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND CONSULTANT (GRAEF + MUSE)

Project: Conceptual Site Planning Services for the Redevelopment of the JBS Site

THIS AGREEMENT is made this 1st day of November, 2022 by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and GRAEF (hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Scope of Services and attached as Exhibit A.

2. FEES

Total fees payable to Consultant shall not exceed the amount of \$79,380 for all services, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant 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 Consultant 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.

Consultant will indemnify and hold harmless the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

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

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

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$100,000 each accident, \$500,000 disease policy limit and \$100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

- (1) Minimum Limits
 - (a) \$2,000,000 each claim/\$3,000,000 annual aggregate
 - (b) Any deductible not to exceed \$25,000 each claim
- (2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

- (1) Commercial General Liability
 - (a) \$4,000,000 general aggregate
 - (b) \$1,000,000 products - completed operations aggregate
 - (c) \$1,000,000 personal injury and advertising injury
 - (d) \$2,000,000 each occurrence limit
- (2) Claims made form of coverage is not acceptable.
- (3) Insurance must include:

- (a) Premises and Operations Liability
- (b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, its officers, council members, agents, employees, authorized volunteers and the named insured
- (c) Personal Injury
- (d) Explosion, collapse and underground coverage
- (e) Products/Completed Operations
- (f) Independent Contractors

C. BUSINESS AUTOMOBILE COVERAGE

- (1) Minimum Limits - \$2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
- (2) Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all policies shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. ACCESS/UTILITIES

The City will arrange access to the site, as necessary, for Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities. Consultant shall coordinate with a private locating service for locating utilities on private property.

9. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

10. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other than the original intent of the documents provided by the Consultant.

11. SAMPLES

Unless otherwise agreed or consumed in testing, test specimens shall be retained for a minimum of thirty (30) days following submission of final report.

12. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. ENTIRE AGREEMENT

This Agreement, together with the City's Request for Quotation/Email (dated _____), Consultant's Quotation/Email (dated _____), the attachments appended hereto, and all documents, drawings, specifications, and instruments specifically incorporated herein and made a part hereof, shall constitute the entire Agreement of the parties.

19. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

20. COUNTERPARTS

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

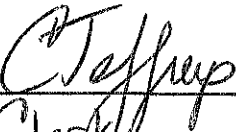
21. TIME

This Agreement shall be effective on November 21, 2022 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

CITY

Signature: 
Name: Eric Genick
Title: Mayor
Date: 11/21/22

Signature: 
Name: Clerk
Title: Celestine Jeffreys
Date: 11/21/22

CONSULTANT

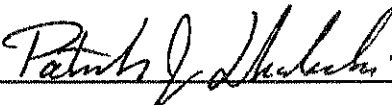
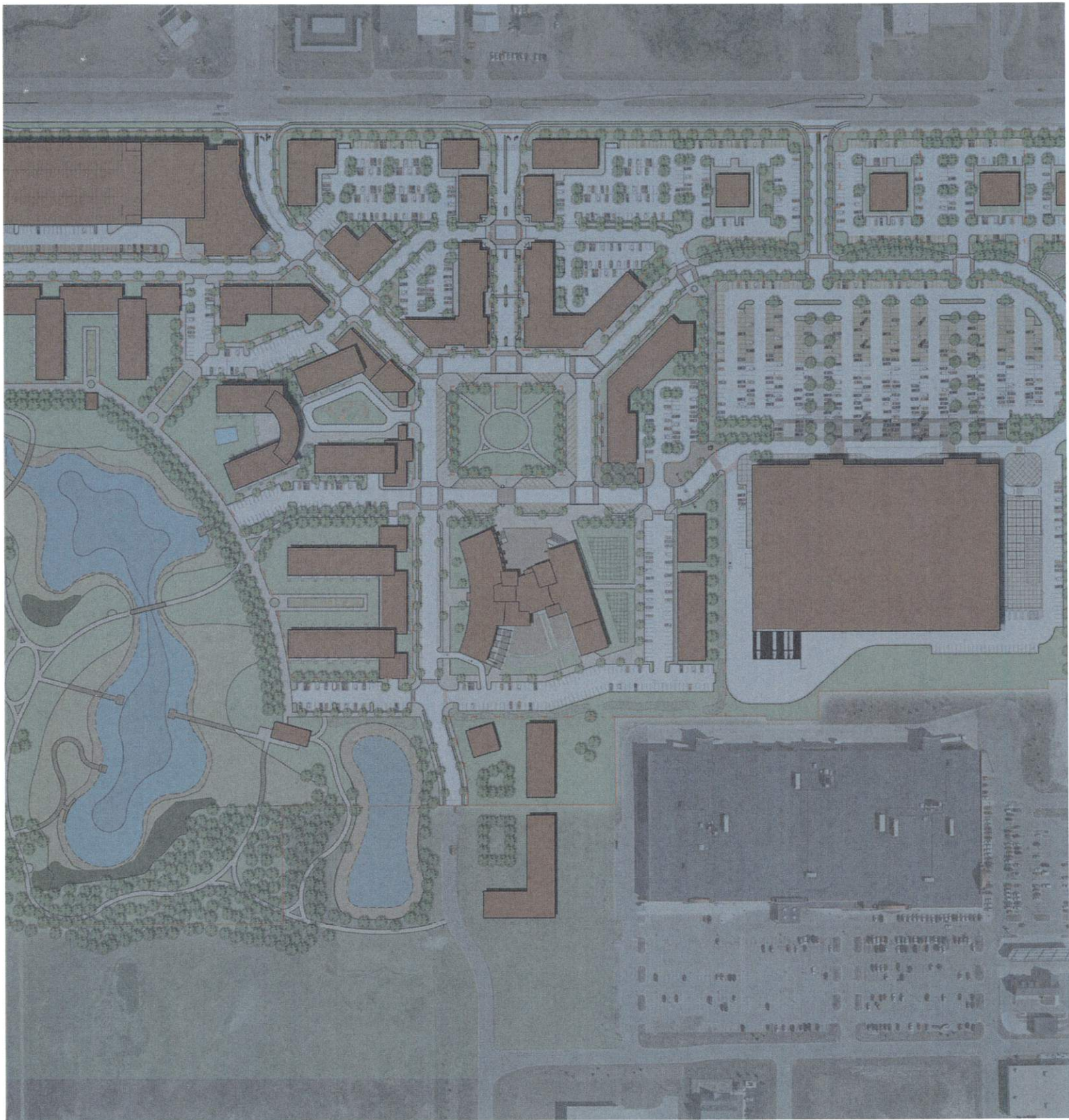
Signature: 
Name: Patrick J. Skalecki, P.E.
Title: Vice President
Date: 10/31/2022

Exhibit A
Scope of Work



Section 4

Scope of Work and Process



UNDERSTANDING

The redevelopment of the JBS site is an opportunity to put Green Bay on the map when it comes to innovative, diverse, affordable, and sustainable housing projects. Our team brings the technical expertise and creative processes needed to develop a bold and impactful solution with and for Imperial Pride residents and stakeholders. The benefits of a successful process and project don't end at the site boundaries. The infrastructure improvements and addition of public amenities like a park and urban farm will serve to better connect Green Bay and Bellevue, a worthy down payment on a prosperous future for the region.

In a time when it seems like no industry is untouched by workforce shortages, investment in safe, modern, and culturally relevant housing for staff is a shrewd move. Increased housing density supports local economic development that will be catalytic for the area.

APPROACH

Working at the Speed of Trust

For our team, engagement is not just a project phase, it's a philosophy. MUSE Community + Design brings a bilingual and bicultural approach to our engagement work, and an investment in the up-front work needed to build trust among stakeholders. Going beyond simply translating materials, our bilingual team will strive to meet residents and stakeholders where they are literally and figuratively. This means doing away with jargon whether in English or Spanish, holding engagement meetings and stakeholder interviews in venues and at times that are culturally appropriate, and responding to the feedback we receive.

Our team leads with humility, positioning the stakeholders and residents as the experts they are. For this project in the Imperial Pride community, we will get to know community leaders at anchor institutions like the Kroc Center, Casa ALBA Melanie, St. Willebrord, and Green Bay Public Schools to understand the best way to connect and engage with residents. To make the most of the project timeline, we will concentrate our outreach efforts and couple public meetings with focus groups, as outlined in the project schedule.

In addition to cultural competency, our team is dedicated to incorporating equitable practices into all we do. For this project, that will include compensating individuals for their time and participation in focus groups in the form of gift cards. Providing stipends to residents and stakeholders is a baseline best practice for equitable engagement, as it acknowledges the systemic challenges that make civic engagement challenging for certain populations and it makes clear that their experiences and time are valuable to the greater process of the work.

Data-driven Decision Making

Designing a plan for an innovative "housing laboratory" requires a nuanced approach to incorporating quantitative data about existing conditions and trends with qualitative data gathered from local stakeholders, residents, and leaders in the housing market. Particularly interesting about this neighborhood is the trend of residents moving to other parts of the city



only to return in search of cultural connections and community. This presents an exciting opportunity to reimagine what desirable mixed-income housing can look like in Imperial Pride. Our team will ask questions like: what does an intentionally multi-generational residential unit need to best accommodate its residents? What shared amenities can contribute to culturally relevant communal spaces? How can this “laboratory” inspire future developers re: financing, sustainability, housing typologies?

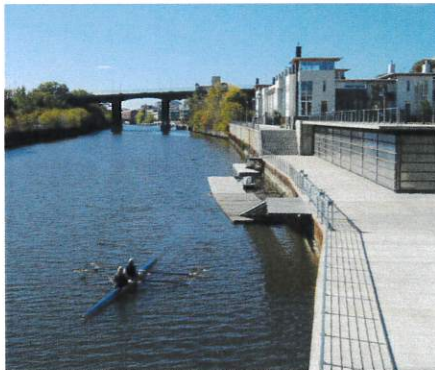
Building off the October 2020 Housing Market Study, the consultant team will perform a distilled housing assessment for the site and associated market area. We will combine these findings with community desires and needs that are uncovered through public and stakeholder engagement.



The consultant team will work with community members and City stakeholders to develop alternatives for housing typologies and site design that meet community needs and desires and work toward the goal of safe housing available to individuals with a range of income levels.

Creating a New Model

The City of Green Bay has the opportunity to provide a new model for 21st century living uniquely catered to the needs and desires of the Imperial Pride Neighborhood. The principals of this design, organized around robust and authentic community engagement, will provide flexible housing that serve a range of community needs and integrate diverse landscapes types into the urban environment.



Provide flexible development lots for the “housing lab” keyed to an organizational framework.

Provide culturally inclusive and flexible house types that serve diverse community needs and are adaptable as family and population needs change over time. Retain a diverse range of options for individual lots to fit resident needs, balanced by an overarching framework for the site that ensures an appropriate mix of housing types and community cohesion is maintained, as well as access and proximity to open space. Increase density without sacrificing outdoor access through high quality public and private open space. The inherent variety of housing typologies will seek to accommodate range of affordability options and design preferences, providing a gateway to ownership for historically disenfranchised populations. Both ‘urban’ and suburban’ housing typologies will be included within a pedestrian friendly and walkable community design. The design will be directly informed and generated from community engagement and close assessment of existing housing needs in Green Bay, including the needs of area employees. Additional flexibility will be built into each typology to allow for evolving community and individual family needs over time and through different stages of life.



Create multifunctional landscapes that integrate pleasure, food production and ecosystem services into the public realm.

Provide programming options and appropriate sizing for the destination community park and urban farm that are economically and socially integrated with the community and partner organizations.



Consider options to extend productive landscapes into the public realm in park space, rights-of-way and small-scale community open space. Such strategies might look beyond traditional farming to include potager gardens, food forests (a type of low maintenance, sustainable agroforestry) orchards, and even demonstration landscapes for non-edible crops, such as hardwood forestry and biofuel crops. GRAEF has experience integrating edible landscapes and ecological landscapes with green infrastructure and stormwater management practices. Many landscapes can perform multiple uses in the community by combining recreation, aesthetics, food production and stormwater management. Long term management plans for parks can include agroforestry tree stands or biofuel production as wetland buffers. (For example, fast growing switchgrass is suitable for biofuel production, yet sturdy enough to disperse runoff flow and protect sensitive areas such as wetlands.)



Establish multi-modal connectivity to assets and resources in the community and neighborhood.

The Imperial Pride Neighborhood is already well situated with proximity to amenities and shopping such as the Kroc center, Walmart and East Town Mall, as well as an employment center via the JBS and surrounding facilities. Transportation design will connect residents with these and other important resources, providing the missing link between surrounding neighborhoods, and seamlessly integrating development into the cultural and economic life of the city. Streets are the primary form of public space experienced on a daily basis and the experience of moving through the city is not merely a practical need, but integral to quality of life and community. As such, we pay close attention to the physical experience of circulation design and how it fits with overall open space, infrastructural and cultural considerations.



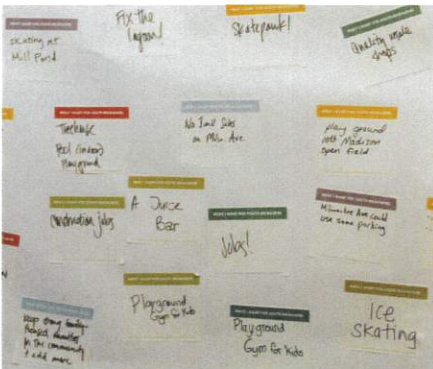
Incorporate implementation needs for start-up infrastructure along with long-term capital investments for circulation, environmental improvements and public places.

Most urban design firms are not fully integrated with experts in landscape architecture, civil, transportation, and environmental engineering. When urban design is separated from engineering, the realistic needs of implementation can become afterthoughts. In our work, we connect these issues from the beginning. Whether it is a residential building, tree species, permeable pavers, or edible forest, our experts know what makes a project buildable and implementation issues that may arise. We undertake multiple design iterations - each iteration improves both the vision and use of resources. This method combines pragmatism with talent, and accounts for our high rate of successful projects. This Team understands which details and dimensions must be addressed at the outset, and which become critical during final construction.



Protect and improve the natural environment, increase social appreciation of these assets, and reduce long term energy use.

Our Team has a central focus on sustainability and approaches every project from a triple bottom line perspective by elevating sustainability for people, the planet and community prosperity. Our resilience team works hand in hand with planning, providing expertise



explicitly addressing resilient neighborhood development. Our Team has developed Climate Action Plans for other municipalities and understands the components of carbon neutral urban development. These components will be given high priority in the development of proposed density, type of housing, type of open space and proposed building materials for the JBS Site Redevelopment. This Team will also consider achieving key land use outcomes that have become critical for environmental resiliency. We will protect and maintain natural hydrology and integrate agriculture and stormwater management into everyday uses through high performance infrastructure and recreational landscapes. Integrated best management practices (BMPs) for green infrastructure will help mitigate stormwater, control against flooding, and provide habitat. We design to maximize natural conditions and resources providing the economic and social amenities of urban life alongside access to high quality open space.

WORK PLAN

1. Discovery

- a. City Stakeholder kick-off and SWAT analysis
 - Finalize schedule and project goals
 - City to provide 2020 market analysis and other materials to consultant team
 - Results of October 2020 community engagement
- b. Data collection and review
 - Utility Review
 - Zoning Review
 - Market Data Review
- c. Community Engagement

Stakeholder database

The consultant team will create a database of JBS site and Imperial Pride neighborhood stakeholders, in collaboration with City staff.

Key person interviews

The consultant team will conduct up to six key person interviews as part of the distilled market assessment. These will include residential brokers, community leaders, Green Bay Housing Authority staff, and major employers.

Community meeting

The consultant team will host a meeting for stakeholders and residents at a location where community members are comfortable gathering (ex: Kroc Center or local house of worship). The purpose of this meeting will be to introduce the project and project team to the community and to begin to develop a shared community vision for the site.

The meeting will include a brief presentation and Q&A, along with open house elements including interactive boards and tables that will allow residents and stakeholders to indicate their preferences and needs.



Focus groups

The consultant team will conduct up to three focus group meetings with 8-10 stakeholders each to deepen our understanding of the issues and opportunities surrounding this project. At least one focus group session will be facilitated in Spanish and the consultant team will make needed accommodations for other locally represented cultures, including Hmong and other South Asian populations. Focus groups may be categorized according to the following: local employers, current and former Imperial Pride residents, and local social service providers.

Participants in the resident focus group will receive a stipend in the form of a cash gift card for their time, not to exceed a total cost of \$500 in total stipend expense.

Meetings

- City Stakeholder Group kick-off meeting
- Up to two City staff check in meetings

Deliverables

- Stakeholder database
- Engagement summary, providing overview of insights from community meeting and focus groups
- Distilled housing assessment

2: Visioning

- Identify key organizing principles
- Conceptual designs and land use recommendations

Meetings

- Up to one City staff check in meeting

Deliverables

- Three conceptual land use diagrams with circulation.

3: Three Alternatives

- Development of public spaces, street and block layout, and housing typologies
- Plan alternative development

Meetings

- City Stakeholder Group review of alternatives
- Public engagement review of alternatives

Deliverables

- Three conceptual plan alternatives with buildings, land use, open space, farm, circulation and stormwater management
- Development table outlining data for the three alternatives



4: Final Plan

a. Final plan development

The final plan will include a conceptual plan layout with streets, parking, development parcels, access and circulation, trail connectivity, stormwater and building footprints.

b. Pattern book development

The pattern book includes precedent and inspirational imagery describing housing and open space typologies that work within the final framework plan. The housing typologies are not just flexible for developers today, but are also modular in concept allowing home owners to scale up or down according to changing family needs while staying true to the vision of the community. Housing and open space typologies will work together to meet framework criteria for sustainability and quality of life while preserving access to community resources. Landscape typologies provide the option to extend open space design themes from the farm and destination park throughout the community including edible, multi-generational, economic, cultural and ecological components.

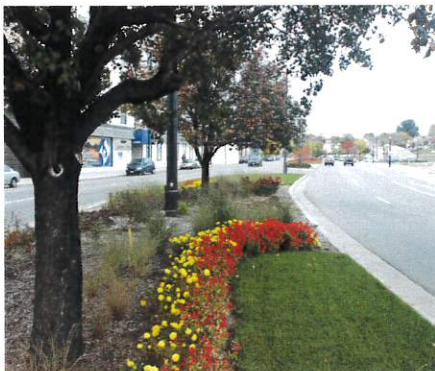


Meetings

- City Stakeholder Group review of final plan

Deliverables

- "Pattern book" of housing and open space typologies
- Poster plan of the selected plan



**CITY OF GREEN BAY
REQUEST FOR QUOTES**

FOR

**ARCHITECTURAL & ENGINEERING SERVICES
PHASE 2 ENGINEERING
JBS SUBDIVISION/URBAN FARM/PARK & VT PRIDE PARK**



The following dates are being provided for your information and planning purposes.

RFQ issued:	Thursday, July 27, 2023
Question Deadline:	Tuesday, August 1, 2023, 12:00 P.M. (Noon) Last date for submission of written questions.
Addenda issued (if required)	Wednesday, August 2, 2023
Deadline for receipt quotation:	Friday, August 4, 2023, 10:00 A.M.
Anticipate Award	Wednesday, August 23, 2023

Although every effort will be made to follow this schedule, the City reserves the right to modify the dates as necessary and to accommodate special circumstances.

REQUEST FOR SERVICES JBS PARK MASTER PLANNING

GENERAL INFORMATION

The City of Green Bay is requesting a quote for Phase 2 Engineering services for the JBS Subdivision/Park Development project. GRAEF has already completed the public input and finalized preliminary masterplan subdivision concept, which the City has approved. See the attached concept map for reference. Please note that there is a strong design to make the park features unique and multi-generational.

The City is interested in hiring GRAEF to take the JBS/VT Pride Park subdivision/neighborhood concept and create detailed engineering bid documents for the construction of certain elements of the subdivision concept. Elements of the detailed design work is to include, but is not limited to; VT Pride Park conceptual design, the boulevard park, the urban farm, a community building, destination playground, splash pad, trail design, road design, stormwater management and related utility design. The consultant shall provide conceptual design, construction plans, written specifications, cost estimates along with assistance with bidding the construction contract.

CONSULTANT RESPONSIBILITIES FOR PARK DESIGN:

Task 1: Concept/Schematic Design and Design Development

VT Pride Park Masterplan

(Please Note that no additional detailed engineering is required for VT Pride Park, other than the development of a Masterplan.

- Based on input from the City and the public, develop a masterplan for VT Pride Park. This masterplan will focus heavily on converting this park to an active sports park. This park masterplan will make specific recommendations on the type of desired activities in the park and how this park will connect to the development to the south.
- GRAEF will develop two alternative conceptual park master plans. Amenities to provide in each concept will be determined at Meeting 1. Design elements may include, but are not limited to athletic fields layout, pedestrian circulation, parking, walks, utilities, lighting, seating, park shelter, stormwater management and landscaping. Detailed product information for amenities, along with proposed materials and general cost estimates will be provided by GRAEF.
- GRAEF shall present the two alternative concepts to staff and the public to gather feedback. (Meetings 2 & 3). Some modifications to the plans may be required after Meeting 2 in preparation for Meeting 3.
- After City staff reviews the concept and provides feedback, GRAEF will prepare one final concept with refined cost estimate. More than one revision may be required depending on comments from City staff and others. (Meeting 4)

Boulevard Park

- Based on input from City staff, GRAEF will develop two alternative conceptual boulevard park master plans. Amenities to provide in each concept will be determined at Meeting 1. Design

elements may include, but are not limited to pedestrian circulation, parking, walks, lighting, seating, water feature, utilities, plaza areas, stormwater management and landscaping. Detailed product information for amenities, along with proposed materials and general cost estimates will be provided by GRAEF.

- GRAEF shall present the two alternative concepts to staff and the public to gather input. (Meetings 2 & 3). Some modifications to the plans may be required after Meeting 2 in preparation for Meeting 3.
- After City staff reviews the concept and provides feedback, GRAEF will prepare one final concept with refined cost estimate. More than one revision may be required depending on comments from City staff and others. (Meeting 4)

Urban Farm/Community Building

- Based on input from City staff, GRAEF will develop two alternative conceptual Urban Farm masterplan concepts. Design elements may include, but are not limited to garden layout, pedestrian circulation, parking, walks, utilities, lighting, seating, plaza areas, stormwater management and landscaping. Detailed product information for amenities, along with proposed materials and general cost estimates will be provided by GRAEF.
- GRAEF will design two conceptual Community Buildings layouts. Conceptual designs should include but is not limited to design style and aesthetics as well as the following:
 - Proposed location and orientation of the shelter and site circulation and
 - Programming elements are to include but are not limited to, restrooms, public gathering space, programming space along with storage needs.
 - Shelter floor plan and construction materials including interior and exterior finishes of the building.
 - Concept plans should include rendered drawings and elevations as needed to communicate design intent.
- GRAEF shall present the two alternative concepts to staff and the public to gather input. (Meetings 2 & 3). Some modifications to the plans may be required after Meeting 2 in preparation for Meeting 3.
- After City staff reviews the concept and provides feedback, GRAEF will prepare one final concept with refined cost estimate. More than one revision may be required depending on comments from City staff and others. (Meeting 4)

Destination Playground

- Based on input from City staff, develop two alternative conceptual park master plans. Amenities to provide in each concept will be determined at Meeting 1. Design elements may include but are not limited to a unique, grand playground feature(s), ADA rubberized surfacing and/or artificial turf, walks, lighting, utilities, seating, entry areas, water feature and/or splash pad and landscaping. Detailed information on proposed materials and general cost estimates will be provided by GRAEF.
- GRAEF shall present the two alternative concepts to staff and the public to gather input. (Meetings 2 & 3). Some modifications to the plans may be required after Meeting 2 in preparation for Meeting 3.
- After City staff reviews the concept and provides feedback, GRAEF will prepare one final concept with refined cost estimate. More than one revision may be required depending on comments from City staff and others.

Task 2 – Refined Design Development

- Upon approval from the City of the final schematic design, the consultant shall perform any needed design development tasks before proceeding to the construction documents phase.
- Consultant shall address final details of the boulevard park, urban farm, community building, destination playground, fountain/splash pad, road layout, storm water management and trail design.
- Complete survey of all relevant site and utility information in necessary to complete the final engineering bid documents. The survey will be set to the Brown County Coordinate System and City datum.
- Consultant shall complete any necessary soil borings relevant to the site and scope of work in order to design the master plan, community building, storm water management, and other related work.
- Consultant to complete all necessary wetland delineations.
- Consultant shall provide information on code compliance issues to City as needed and provide information on product maintenance requirements, vandal resistance and security considerations as relevant to the project.
- Consultant shall submit product data, and samples of building materials and finishes during design development for approval by City.

Task 3: Construction Documents Phase

- Upon completion of schematic design and design development, provide detailed construction drawings and specifications for all items listed in Phase 1, with the exception of VT Pride Park.
- Consultant shall provide any revisions as needed to bring the master plan, boulevard park, urban farm, community building, destination playground, fountain/splash pad, road layout, storm water management, and trail design in line with the proposed budget.
- Prepare special provisions for Construction Contract in Microsoft Word for insertion in City Standard contract documents. City Standard Contract language and formatting will be provided for Consultant to utilize as a template.
- Prepare a list of bid items and quantities for Construction Contract for insertion into construction contract documents.
- Prepare a cost estimate broken down by individual bid unit prices for Construction Contract.
- Prepare a construction schedule for Construction Contract.
- Apply for and obtain all necessary State and Local construction permits for approval for Construction Contract.
- Submit final plans and specifications to the City for review and approval.
- All designs shall be fully ADA compatible.
- Please note that two sets of construction documents will need to be created. Phase 1 bid documents will be to construct what the budget will allow and Phase 2 bid documents will be for the remaining work.

Task 4: Construction Bidding and Administration Phase

- Consultant to provide assistance to City and PRF staff with regard to bidder questions and issuing of any addendum during the construction contract bidding phase for Construction Contracts 1 and 2.

- Consultant shall provide construction administration services for the City during the construction phases to include the review of requests for information, review of shop drawings, change orders, final inspection and generation of punch list, and project close out for Construction Contracts 1 and 2.

DELIVERABLES

Conceptual/Schematic Design (and Design Development) Phase

- One copy 24" x 36" color rendering and three 11" x 17" color hard copies along with digital pdf files and preliminary cost estimates for each of the two preliminary conceptual designs for presentation.
- One copy 24" x 36" color renderings and three 11" x 17" color hard copies along with digital pdf files of final schematic design.
- Schedule of estimated construction costs of final schematic design.
- Drawings should include a site plan, building floor plan, playground design, park layout as needed to communicate design intent. The final schematic design shall also include a 3-dimensional rendering (Sketch up or similar) of the urban farm, community building, boulevard park and destination playground for presentation to the Park Committee and interested parties.
- Submit design drawings along with product data and samples of building materials and finishes as needed throughout the design development process for approval by City. Any design development drawings may be submitted as digital files in 11" x 17" format.

Construction Document Phase

- Three 11"x17" printed sets of construction plans for review at 60% and 90% along with an itemized spreadsheet of estimated construction costs. Provide digital pdf files of plans and cost estimates.
- Three 11" x 17" printed sets of final construction plans and itemized spreadsheet of estimated construction costs. Provide digital copies of the final construction drawings in AutoCAD and pdf formats and estimates in pdf format. Written specifications shall be in latest version of Microsoft Word.
- Submit product data and samples as needed for approval by City.
- Provide City with a digital file of as-built construction information in AutoCAD format once construction is completed.

CONSULTANT RESPONSIBILITIES FOR WATER MAIN, SANITARY SEWER, STORM SEWER, SIDEWALKS/TRAILS, ROADS AND STORM WATER MANAGEMENT SYSTEM:

GENERAL INFORMATION

The Consultant shall perform the necessary engineering design services for the design of the water main, sanitary sewer, storm sewer, roads, and storm water management system. The following is a general list of services to be provided by the Consultant and is not intended to be an inclusive list of responsibilities.

Please note that two sets of construction documents will need to be created. Phase 1 bid documents will be to construct what the budget will allow and Phase 2 bid documents will be for the remaining work.

- A. Topographic Data.** The Consultant shall complete the topographic survey according to the following:
1. Perform survey work to Third Orders, Class II degree of accuracy.
 2. Survey work shall use the City of Green Bay vertical datum. City will provide vertical control.
 3. Survey work shall use the Brown County Coordinate System.
 4. Set control points that can be easily re-established. Establish permanent ties to control points.
 5. Verify existing benchmarks, and provide all additional benchmarks established during survey.
 6. Gather survey shots of one additional manhole (storm and sanitary) located outside of the project limits and on each adjacent side street.
 - a. Provide inverts, size, and direction of all pipes at each manhole location (storm and sanitary) and at one additional manhole (storm and sanitary) located outside of the project limits and on each adjacent side street. See attachment C for Sewer Structure Evaluation Form.
 7. Provide electronic hard copy of all survey control points, ties, and benchmark data.
 8. Provide photos of entire project limits and photos of each structure.
 9. Convert the topographic information into AutoCAD 2021 format.
- B. Subsurface Investigation.** The Consultant will be responsible for completing any geotechnical investigation necessary for design of public utilities and streets.
- C. Utility Design.** Consultant will be responsible for designing all water main, sanitary sewer, and storm sewer to City design guidelines. Consultant shall coordinate with representatives of Department of Public Works and Green Bay Water Utility with any questions regarding design standards. Based upon regional topography, it is anticipated that sanitary sewer point of connection may be higher in elevation than the development area. If needed, Consultant shall also prepare design for sanitary sewer lift station to serve development. City will provide information regarding nearest sanitary sewer and water main locations. Consultant will be responsible for providing sanitary sewer capacity analysis, including recommendation of any upgrades needed on existing sanitary line to provide capacity necessary to handle flow from development.
- D. Storm Water Management.** Consultant shall design storm water management system for the anticipated built-out condition. Storm water management system shall be design in accordance with the provisions of Chapter 16, Green Bay Municipal Code.
- E. Agency Coordination.** The Consultant shall coordinate and secure the needed concurrence and permits from regulatory agencies. At a minimum, the City expects the following agency coordination to be needed:
- WDNR
 - Notice of Intent
 - Determination of need/completion of Chapter 30 permit;
 - Clearance from Bureau of Endangered Resources
 - US Army Corps of Engineers
 - Wetland determination

- Wetland delineation,
- Any necessary permits for wetland filling, if applicable;
- Brown County Planning – Water Quality Certification
- NEW Water – Sanitary Sewer Extension Permit
- State Historical Preservation Office, if applicable

F. Utility Coordination. The consultant shall coordinate with local utility companies to obtain existing utility location information. Consultant shall send preliminary and final plans to affected utilities and shall coordinate with utility companies to facilitate utility relocations. The consultant shall provide the City with all existing and proposed utility facility maps and plans obtained.

G. Pavement Design. The consultant shall perform a pavement design based on existing soil conditions and traffic volumes, using Wisconsin Department of Transportation WisPave. The consultant shall provide the City with all critical pavement design documents and/or calculations, as requested. Consultant shall be responsible for obtaining any traffic projection data necessary to perform the pavement design.

H. Right-of-Way. The consultant shall show proposed interests to be acquired on plan/profile sheets. The consultant shall also draft any Right of Entry permits necessary and shall provide to the City.

I. Roadway Design. The Consultant shall prepare plans and contract documents which include the following:

- (1) Cover Sheet
- (2) General Notes
- (3) Typical Sections
- (4) Construction Details
- (5) Intersection Details with pedestrian ramp designs
- (6) Erosion Control Plan
- (7) Control Point Ties
- (8) Alignment Diagram
- (9) Plan and Profile Sheets
- (10) Cross Sections
- (11) Quantity Sheets
- (12) Mass Haul/Earthwork
- (13) Special Provisions
- (14) Project estimate subcategorized into water main, sanitary sewer, storm sewer and roadway bid items.
- (15) Bidders Proposal (including watermain, sanitary sewer, storm sewer, and pavement bid items)
- (16) Excel spreadsheet with quantities

Plans and contract documents to be consistent with City standards. City will provide example contract special provisions, plan sets, and spreadsheet template.

The consultant shall provide the City with all critical roadway design information, documents, and /or calculations, as requested.

J. AutoCAD File:

1. The consultant must be able to prepare design plans in an AutoCAD format according to the City Standards.
2. The consultant shall provide the city with design AutoCAD files, when requested, to assist with the design of the sanitary sewer and watermain, which will be incorporated into the final plans.
3. The consultant shall provide the City of Green Bay with the final AutoCAD file.
4. The consultant shall authorize the City of Green Bay to distribute the final AutoCAD File to third parties for the completion of construction staking on the project.

K. Design Coordination. The consultant shall coordinate with the City to attend five (5) project meetings.

- Project Scoping Meeting (Meeting 1)
- 60% Design Review Meeting (Meeting 5)
- 90% Design Review Meeting (Meeting 6)
- Public Information Meeting (Meeting 7)
- Pre-Construction Meeting (Meeting 8)

L. Construction. The consultant shall be responsible to answer any construction questions related to the pavement and storm sewer design during project bidding and construction. The consultant shall also assist in preparation of any needed addenda documents or plan revisions required during bidding and for preparing any change of plans required as a result of project revisions and/or changes during construction.

M. Schedule. Final design, including necessary contract documents, shall be completed and necessary permits be submitted no later than January 30, 2024, for City to advertise for bid.

N. Work By the City. The City will be responsible for bidding the project. The City will also be responsible for permanent signing and pavement markings.

TO BE PROVIDED BY PRF/CITY

- Consultant guidance along with overall project management and coordination.
- Non-technical components (front end) of bid specifications to be provided by City Department of Public Works.
- Provide copies of final plans and specifications to potential bidders.
- Letting and administration of the construction contract will be by Department of Public Works.

TENTATIVE SCHEDULE AND MEETINGS

- **July 28, 2023** Send out RFQ's.
- **August 4, 2023** Receive RFP's.
- **August 23, 2023** City to hire consultant.
- **August 29, 2023** Consultant to meet with City staff to review project site, scope of project, refine objectives, review code related issues. **(Meeting 1)**
- **September 26, 2023** Deliver and present two alternate design concepts to City for review and feedback. **(Meeting 2)**

- **October 3, 2023** Public Meeting to present concepts (**Meeting 3**)
 - **October 17, 2023** Consultant to deliver and present one final schematic design along with preliminary cost estimate based on comments and feedback from City review. (**Meeting 4**)
 - **November 21, 2023** Consultant to submit 60% complete construction plans, specifications and cost estimates for City review.
 - **December 5, 2023** Review City's proposed changes (**Meeting 5**)
 - **January 2, 2024** Consultant to submit 90% complete plans, specifications and cost estimates for City review.
 - **January 16, 2024** Review City's proposed changes (**Meeting 6**)
 - **January 30, 2024** Consultant to submit 100% complete plans, specifications and cost estimates to the City.
- (**Meeting 7**) (Date to be determined) – Public Information Meeting for Public Works
- (**Meeting 8**) (Date to be determined) – Preconstruction Meeting

This schedule represents an approximation of a possible time line. The final schedule will be refined as needed upon agreement of both the City and Consultant once a consultant has been selected.

REQUIREMENTS OF SUBMITTED PROPOSALS

Questions and Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. The City will not be responsible for oral interpretations given by City employees, representatives, or others. All proposals should use this written document, attachments, and addendums as the sole basis for their proposal. Respondents who do not acknowledge the addendums in their proposal may have their proposal rejected.

All questions and requests for information to this RFP **must be in writing** and received by the PRF no later than **12:00 P.M. (Noon) CST, Tuesday, August 1, 2023**. E-mail questions to kaurie.mihm@greenbaywi.gov. Clearly mark the subject line in the e-mail: "Question for JBS Phase 2 Design".

Answers to all written questions will be issued in the form of an addendum and will be submitted to all consultants by e-mail no later than **Wednesday, August 2, 2023**.

Proposals

Please provide the following items with your submittal:

- Provide a lump sum not to exceed cost for Tasks 1-4. Please provide a separate lump sum quote for each of the tasks.
- The proposals can be brief.
- Background and experience of individuals that would be assigned to the project and what their roles will be for this project.
- List any subconsultants you plan to use.

- Schedule of hourly fees and misc. charges that would apply if the City chooses to contract for additional services.
- Consultant shall address the proposed schedule specifically in their proposal and whether their firm can meet the time demands as proposed.
- The Consultant shall review the attached *Standard Agreement for Professional Services Between City of Green Bay and Consultant* (City's Standard Agreement) and note any exceptions for consideration. The City will work with GRAEF to work out any exception to the City's Standard Agreement prior to official award to try to maintain project schedule.

Proposal Submission

Submit two (4) copies of the proposal to the City of Green Bay Department of Parks, Recreation and Forestry to:

Kaurie Mihm, PLA
Park Planner
Green Bay Parks Department
100 North Jefferson Street, Room 510
Green Bay, WI 54301

Proposals must be received by **10:00 AM Friday, August 4, 2023**. Proposal shall include all requested materials required for acceptance of the proposal.

Signed proposals shall acknowledge that the Consultant is in agreement with the dispute resolution language, the indemnification language and the requirements for insurance in Sections 5, 6, and 7 of the City's Standard Agreement, and, if firm is the successful proposer, that the contract shall contain language that meets or exceeds these requirements.

EVALUATION PROCESS

The quotes will not be publicly opened. The City of Green Bay will assign staff to review the quote proposal. A follow up question/answer meeting may be required to answer any questions the City may have.

CONTRACT

The City reserves the right to reject the proposal if determined to be in the best interest of the City. Costs incurred in the preparation and submission of a proposal shall be borne by the firm submitting the proposal.

Prior to starting any work, the Consultant shall provide proof of insurance meeting the requirements in Section 6 of the City's Standard Agreement to the satisfaction of the City's Risk Management Department.

The City reserves the right to negotiate, if necessary, a final agreement to complete this work.

The consultant shall include a schedule of hourly fees and miscellaneous charges that would apply if the City chooses to hire additional services. Any additional services must be approved in writing prior to their taking place. A copy of this RFQ shall be attached to the contract as an appendix. The

contract shall be based on the services as outlined in the RFQ. Contract agreements are subject to City Attorney review and Common Council approval prior to commencement of work.

CONTACT FOR FURTHER INFORMATION

For additional questions regarding this project please contact:

Kaurie Mihm, PLA
PHONE: 920-448-3382
kaurie.mihm@greenbaywi.gov



JBS Redevelopment Site

Final Concept Plan
August 15, 2023

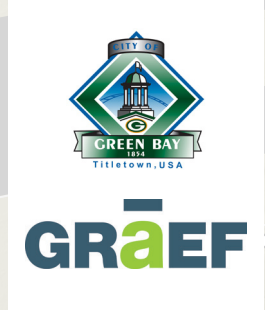


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11. The Process

“A city's environment is shaped not only by people who have an important influence, but by everyone who lives or works there.”

-Robert Cowan

**The City of Green Bay is thankful for generous donations
of land and financial support of JBS.**

**Additional once-in-a-generation funding provided by
the Biden Administration and Governor Evers's administration
made this incredible project possible.**

**Thank you to the Bloomberg Harvard City Leadership Initiative
for support and training for developing a meaningful community process.**

Thank you!

Thank you to the many community partners, the Imperial Pride Neighborhood, area residents,
local employees, and employers that came together and contributed to this plan.

Community Partners

Ace Champion, Chef Champion
Amanda Chu, Northeast Wisconsin Technical College
Amanda Garcia, Casa Alba Melanie
Amy Schaeuble, YWCA Green Bay
Annie Early, American Transmission Company
Benjamin Krumenauer, Village of Bellevue
Bryan Cayabyab, JBS USA
Dennis Buehler, Greater Green Bay Community Foundation
Devon Christianson, Brown County ADRC
Dr. Jeff Rafn, Northeast Wisconsin Technical College
Eva Cruz, Casa Alba Melanie
Greg Wheler, Salvation Army
Jeff Flynt, Brown County
Jessica Diederich, Greater Green Bay Habitat for Humanity
Jill Sobieck, Brown County United Way
Jim Ridderbush, UFCW
Jon Searles, WHEDA
Josh Patchak, Green Bay Area Public School District
Judy Knudsen, Brown County
Karen Early, UW-Extension
Kari Olsen, Greater Green Bay Community Foundation
Kelly Armstrong, Greater Green Bay Chamber
Kim Diaz, New Leaf Foods
Laurie Radke, Greater Green Bay Chamber

Lisa Kogen-Praska, Boys and Girls Club Green Bay
Lisa Nelson, Walmart
Lynette Kiehnau, Green Bay Area Public School District
Major Melinda O'Neil, Salvation Army
Maria Lara, Casa Alba Melanie
Matthew O'Neil, Salvation Army
Missy Schmeling, Encompass
Molly Bries, Bergstrom Automotive
Natalie Bromstad, Wello
Noel Halvorsen, Neighborworks Green Bay
Patrick Leifker, Brown County Housing Authority
Patrick Nehring, UW-Extension
Rashad Cobb, Greater Green Bay Community Foundation
Robin Scott, We All Rise
Robyn Davis, United Way
Rogelio Contreras, Wello
Said Hussan, COMSA
Sarah Inman, United Way
Sister Melanie Maczka, Casa Alba Melanie
Stephen Murley, Green Bay Area Public Schools
Tim Perlewitz, Salvation Army
Troy Streckenback, Brown County
Vicki Bayer, Green Bay Area Public School District

Bloomberg Harvard Team City Leadership Initiative

David Buck
City of Green Bay

Will Peters
City of Green Bay

Amaad Rivera-Wagner
City of Green Bay

Noel Halvorsen
Neighborworks Green Bay

Rashad Cobb
Greater Green Bay Community Foundation

Amanda Chu
Northeast Wisconsin Technical College

Brian Cayabyab
JBS USA

Jeffrey Flynt
Brown County

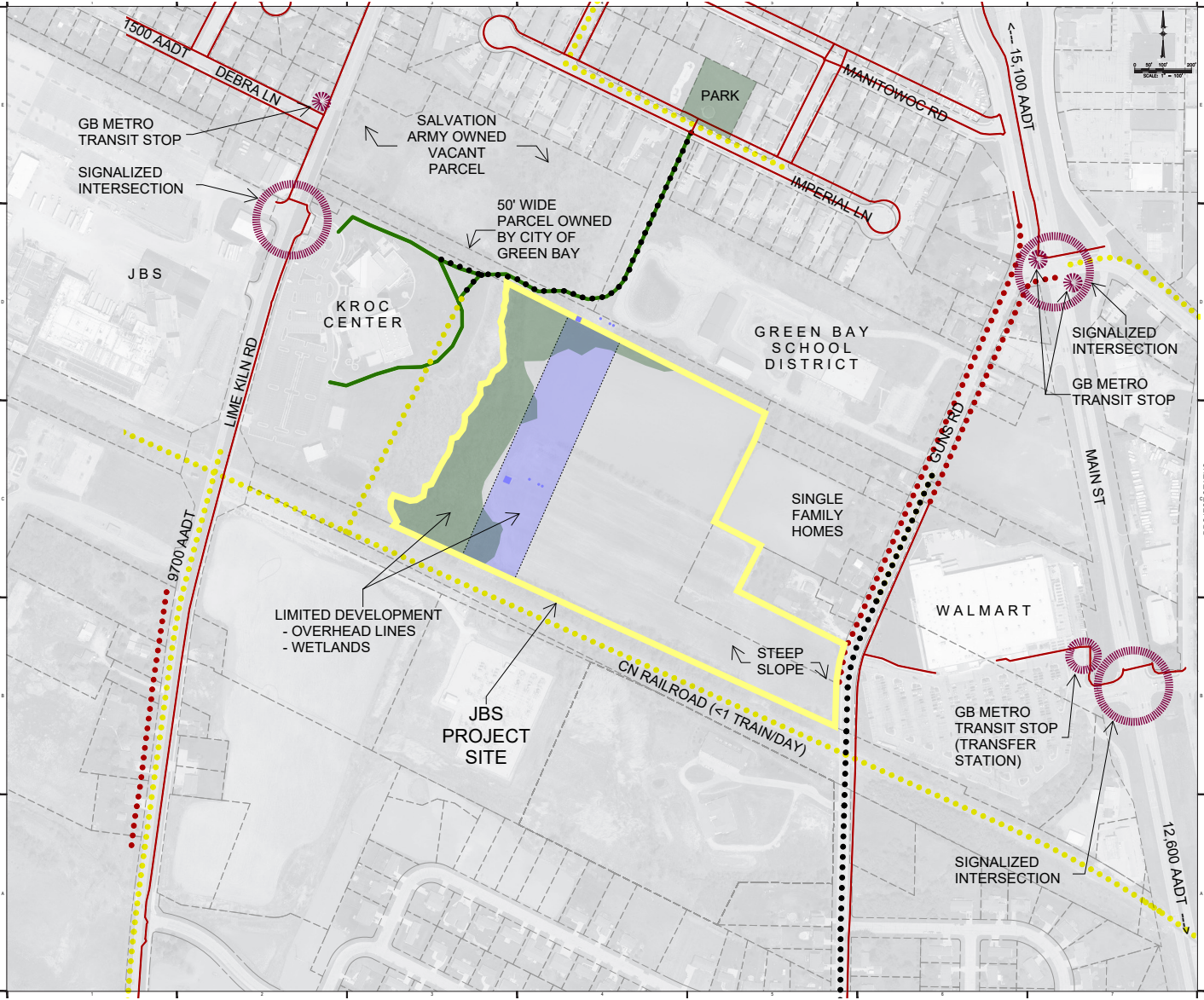
1. Project Introduction

Project Location



1. Project Introduction

Project Neighborhood



2. Site Aspirations

Multi-cultural. Authentic. Diverse. Multi-generational. Inclusive. Active. Destination. Fun!

The future for a welcoming destination for Green Bay residents can be found at the JBS redevelopment site. The concept plan and support material found in this document identifies the collaborative nature in creating a bold and impactful development to complement the Imperial Pride neighborhood, the East Side, and greater Green Bay.

The addition of a destination park and urban farm embraces community members' desires to bring people together from diverse backgrounds. It builds on a foundation of teaching, growing and supplying food for the community. The destination park adds to the impact of the redevelopment on the broader Green Bay community. The plan includes park elements that provide interest, amusement, and community for multiple generations of residents and area employees. Working together, a park and farm can build the knowledge and capability to grow the urban farm – through park aesthetics

and hands-on training and building. It will instill neighborhood pride.

The concept plan doesn't stop there. Roadway connections to existing neighboring destinations, sidewalks, and trails will only enhance the redevelopment as an innovative and desirable place to live and play. Improved multi-modal connections that enhance access to assets and resources on and off the site – connecting homes, jobs, social spaces, parks, and people.

The development of the concept plan was led by a diverse group of local community non-profit organizations, stakeholders, community members, area employees, and residents. City staff rounded out the visionary team for the redevelopment site. Interviews with stakeholders, on-site engagement meetings, community open houses, and regular team meetings were held to generate and gather design ideas and priorities. In short, ideas were shared, voices heard, and a concept plan finalized.

On the following pages you'll find the concept development process and final plan. Programmatic elements are outlined for the four main pieces of the plan:

- Housing
- Parks
- Urban Farm
- Infrastructure

Let's keep the momentum moving!

“**Cultures and climates differ all over the world, but people are the same. They'll gather in public if you give them a good place to do it.**”

-Jan Gehl



3. Project Foundation

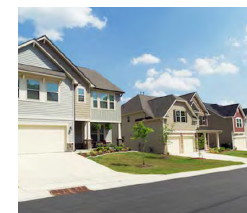
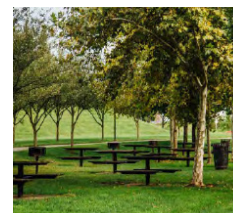
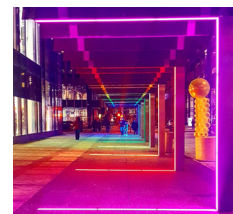
The final concept plan overall organization was centered on a park within a grand social boulevard. The foundation of the concept is the robust inclusion of a variety of social spaces for all ages and backgrounds. The boulevard is anchored by the community building and a custom activity zone for multi-generational fun. An urban farm utilizes the shared community building and the land adjacent for in-ground farming, further highlighting the JBS site as a city-wide destination.

A central boulevard and park from Guns Road creates the primary entry to the site. A series of social spaces are within the wide boulevard, designed for market stalls, picnicking, seating, swings, relaxation, walking, biking and many other activities. This leads visitors and residents naturally through the site to the community building landmark at the west end of the site. Within the community building, shared space for farming education, training, and growing is on hand. This building can also serve as rental space for meetings, gatherings, weddings, and other large events.

The vision for the activity zone at the west end of the boulevard includes outdoor play space for all ages—including a splash pad, a climbing and adventure space, zip lines, grills, and large group picnic tables. These amenity spaces further enhance the desirability of living and working here.

An internal ring road creates the framework for the housing, trails, and vehicular roadways within the site. Working with adjacent property owners to the north, an additional connection was designed to connect to Imperial Lane, Lime Kiln Road, and a second connection to Guns Road. These new connections create a more connected, accessible neighborhood for both the new development and the Imperial Pride neighborhood overall. The trail network also makes an important connection to the existing multi-use path that connects Imperial Pride to the Kroc Center and Lime Kiln Road.

“Our ability to reach unity in diversity will be the beauty and the test of our civilization.”
-Mahatma Gandhi



3. Project Foundation

The Concept Plan



JBS Site Redevelopment
Conceptual Site Plan
Key Map

LEGEND

1A

Housing-Single Family

1B

Housing-Townhomes

1C

Housing-Apartments

2

Destination Park

2A

Grand Boulevard

2B

Activity Zone

3

VT Pride Park

4

Urban Farm

5A

Grand BLVD ROW

5B

Connector Road ROW (F-F/G-G)

5C

Main Road East-West ROW (H-H)

4. Concept Plan Development

As part of the conceptual design process, the design team molded and produced three concept site plans for the redevelopment site. The three concepts addressed different park locations and circulation patterns and connections to neighboring uses and roads. During the development and review of the initial concept plans, access solely with one intersection along Guns Road did not provide the connectivity desired for the Imperial Pride neighborhood. It was determined that incorporating multi-point access was essential to improving Imperial Pride neighborhood connections to many existing assets and the greater City of Green Bay.

During this concept development stage, adjacent property owner meetings were held to discuss the viability of additional connections beyond the JBS site itself. Stemming from these conversations an east-west connector street was design to connect Lime Kiln Road and Guns Road, and from the JBS site north to Imperial Lane. The three concepts illustrate this in the diagram. As conversations developed with the adjacent property owners, refinements to these connections were designed into the final plan.

After discussion and deliberation with stakeholders, the Grand Boulevard concept was selected. It's heavy focus on social spaces through the site, the community building located at a focal point, and important multi-modal connections to the east, west and north made it a clear front runner.

Gateway Park – This concept focused on a park at the entrance of the site from Guns Road and a linear park along the southern boundary connecting with an urban farm component at the west end of the site. It centered on the idea of providing access to the park directly from Guns Road, and drawing park users west through the park. Finally, an internal circular road network with new access to the north connecting the existing Imperial Pride neighborhood rounds out this concept.

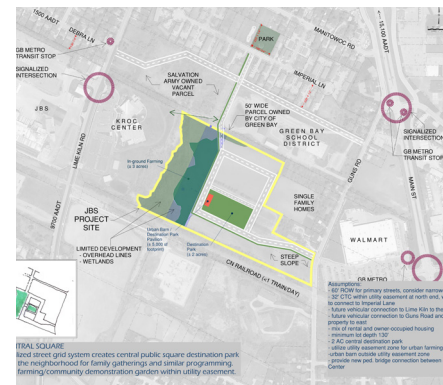
Central Square – This concept focused on a central street grid system with a park at the center of the site. This concept focused on park amenities in a central location surrounded by residences.

Grand Boulevard – This concept focused on a wide boulevard designed with a variety of social and active spaces. The linear boulevard created a link through the site to the activity zone on the west side. Community gathering spaces and the urban farm surround the community building. This concept was the final selected for further refinement.

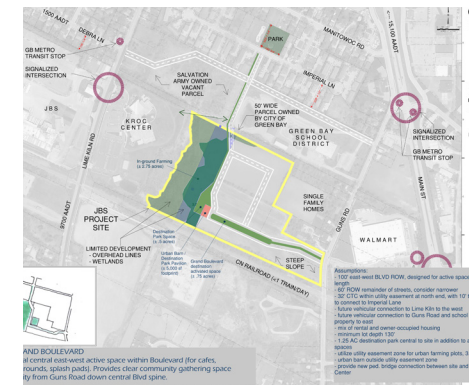
Gateway Park



Central Square



Grand Boulevard



5. Programmatic Elements Overview

The City of Green Bay and area partners had the foresight to identify many needed core elements as part of the neighborhood design. Social spaces where all are—and feel—welcome, urban farming, active play spaces, economically-diverse housing options, connected roadway and trail system, and the aim of attracting diverse and multi-generational residents were key elements defined up front.

The preferred concept provides all that and more.

Research was conducted to understand local demographics and market trends, as well as interviews and surveys to pinpoint the overall vision and the specific program amenities for the park.

A multi-lingual survey and pictorial visual preference survey was conducted as part of community and stakeholder meetings to understand style preferences, neighborhood feel, housing types, and park amenities.

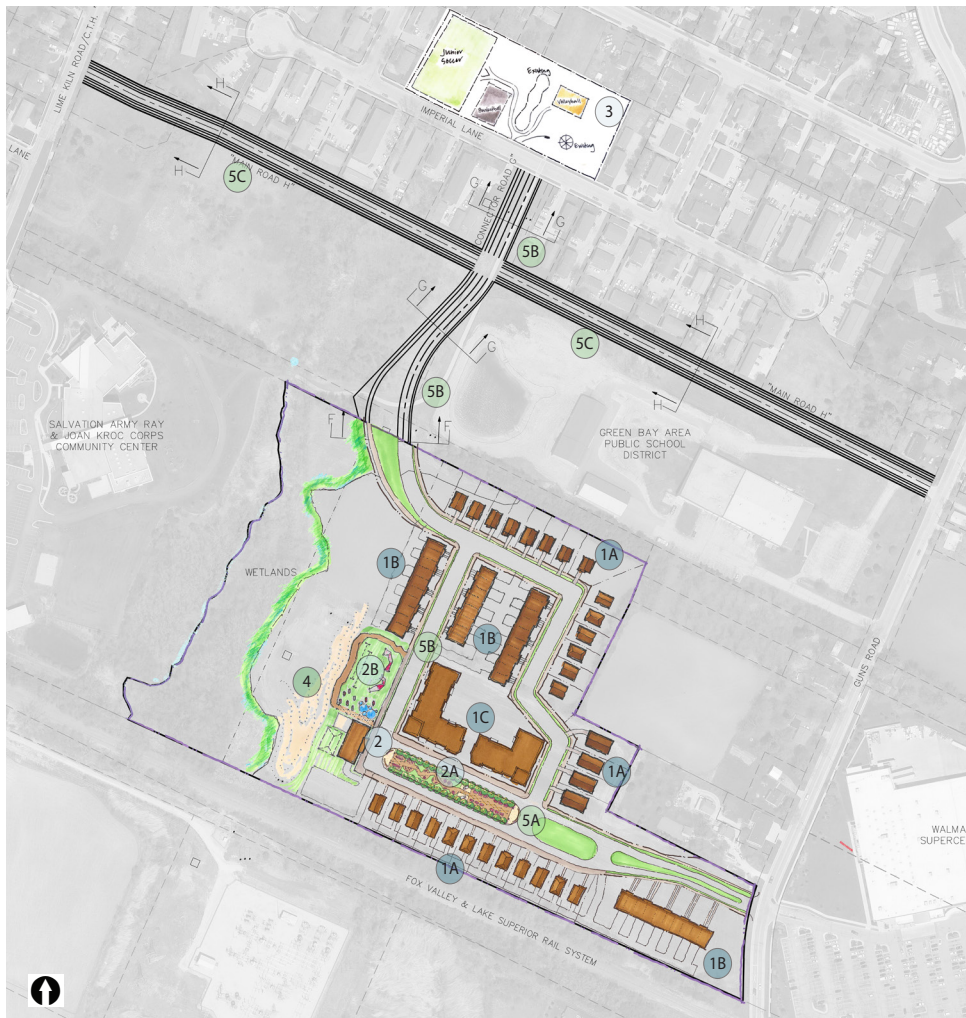
Research on multi-modal roads and trails was done to understand ideal bike lane widths, multi-modal needs, on-street parking, and lane widths.

The following pages provide details to each of the four major program elements: housing, park amenities, the farm, and roads and trails.



6. Programmatic Elements - Housing

The design of the neighborhood itself—the streets and blocks—were meant to allow for flexibility in the ultimate development of the homes. The housing shown on the concept plan is meant as a guide to illustrate feasible combinations of housing types. The intention of the plan is to include a variety of rental and owner-occupied housing suitable for singles, couples, families, and extended families. The images at right illustrate the types of housing represented on the Concept Plan, below.



JBS Site Redevelopment
Conceptual Site Plan
Key Map



LEGEND

- 1A Housing-Single Family
- 1B Housing-Townhomes
- 1C Housing-Apartments
- 2 Destination Park
- 2A Grand Boulevard
- 2B Activity Zone
- 3 VT Pride Park
- 4 Urban Farm
- 5A Grand BLVD ROW
- 5B Connector Road ROW (F-F/G-G)
- 5C Main Road East-West ROW (H-H)

6. Programmatic Elements - Housing

The Concept Plan imagined a neighborhood of interconnected streets, within the site and beyond, linking the site to the rest of the Imperial Pride neighborhood. The plan illustrates a variety of housing options on the site: single family homes, townhomes, and apartment buildings. The idea is that the plan's streets and blocks can accommodate a diversity of housing. The Concept Plan table (below, left) explains the desired number of housing units with a mix of housing types. For comparison, the Alternate Housing Options tables (below, right) explain other options—for example, if the site was all single family homes or a different mix of single family homes, townhomes, and apartments. This can serve as a guide in future conversations with residential developers interested the site.

THE CONCEPT PLAN

The data below summarizes the housing illustrated on "The Concept Plan"

Single family and townhomes with apartments.

	Density Ranges	Unit Count	
		Lower Density	Higher Density
30% Single Family	4-8 DU/AC	27	54
30% Townhomes	8-12 DU/AC	36	54
40% Low Density Apartments	10-30 DU/AC	38	75
Totals	15-18 DU/AC	101	183



ALTERNATE HOUSING OPTIONS

The data below offers alternate housing mix options for the site. The intent is to show a range of options and densities for the site.

Single Family Focus

Average number of homes: 90 DU

	Density Ranges	Unit Count	
		Lower Density	Higher Density
100% Single Family	4-8 DU/AC	60	120

Townhome Focus

Average number of homes: 150 DU

	Density Ranges	Unit Count	
		Lower Density	Higher Density
100% Townhomes	8-12 DU/AC	120	180

Single Family Focus

	Density Ranges	Unit Count	
		Lower Density	Higher Density
15% Single Family	4-8 DU/AC	15	30
45% Townhomes	8-12 DU/AC	75	90
40% Low Density Apartments	10-30 DU/AC	75	75

Note: DU is the abbreviation for "dwelling unit" and can mean single family home, townhome unit, condo unit, or apartment.

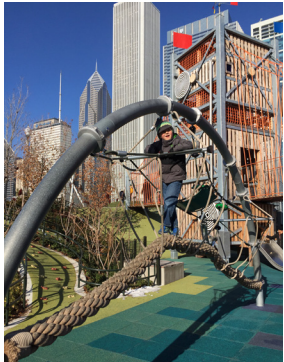
7. Programmatic Elements - Destination Park

The park is modeled after great active public spaces around the world. After hearing of the desire for social spaces and gathering spaces during the engagement, this became the driving force behind the design of the destination park: provide social spaces, gathering spaces, and activity spaces that are designed for singles to extended families; all ages; and intended to be welcoming and open to the neighborhood. People were not merely looking for homes, they were looking for connections.

The destination park has two main components: the Grand Boulevard and the Activity Zone. The Grand Boulevard contains outdoor cafe seating, colonnades of trees, space for art, seating surrounding fire pits, large front porch-styled swings, and festoon lighting all create a festive vibe. What we know: not just kids like to play – have things for adults too! The Activity Zone contains tall climbing structures, rolling hills and knolls, zip lines, and tower structures all which provide active spaces to explore whether you're 8 or 80 years old.

The final detailed design of these amenities can pull in local and global influences. It may contain educational pieces about Green Bay's native lands and waters, its history and its relationship with farming and early industries such as meatpacking and paper. It may celebrate the homeland of area residents and the rich sensory experiences of different cultures. Each of these ideas will make it a unique and special place, a diverse and inclusive destination!

Space	Size (approximate)	Elements
Grand Boulevard	60' X 375'	• Outdoor cafe seating • Food truck parking • Public art • Festive art lighting • Fire pits • Front porch-style swings
Activity Zone	1.5 acre	• Community building with event space • Outdoor event patio space • Splash pad • Harvest tables picnic area with grills • Tall climbing structures • Adventure hills and knolls • Zip lines • In-ground farming • Off-street parking



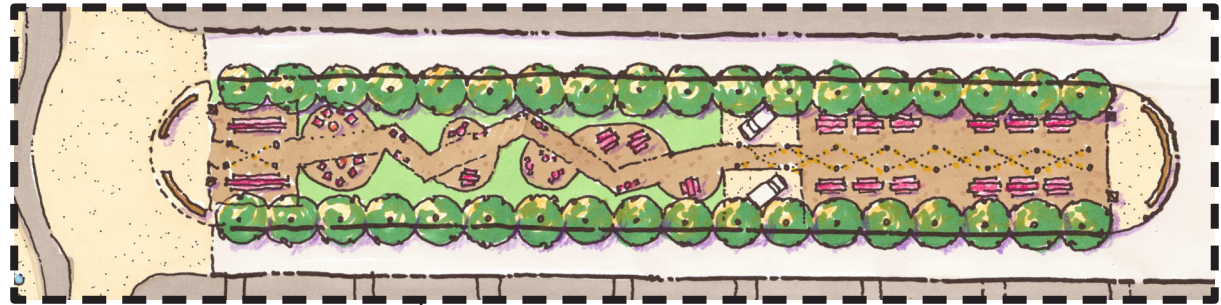
“Public play spaces are essential building blocks of a thriving society. They provide opportunities for physical wellness, social cohesion, and emotional health for people of all ages.”

- The National Study of Playgrounds, Studio Ludo, June 7, 2023

7. Programmatic Elements - Destination Park

The Grand Boulevard

INSPIRATION:
A grand social boulevard.



7. Programmatic Elements - Destination Park

The Grand Boulevard

The Grand Boulevard, a linear park: welcoming social spaces for all.



Specialty paving



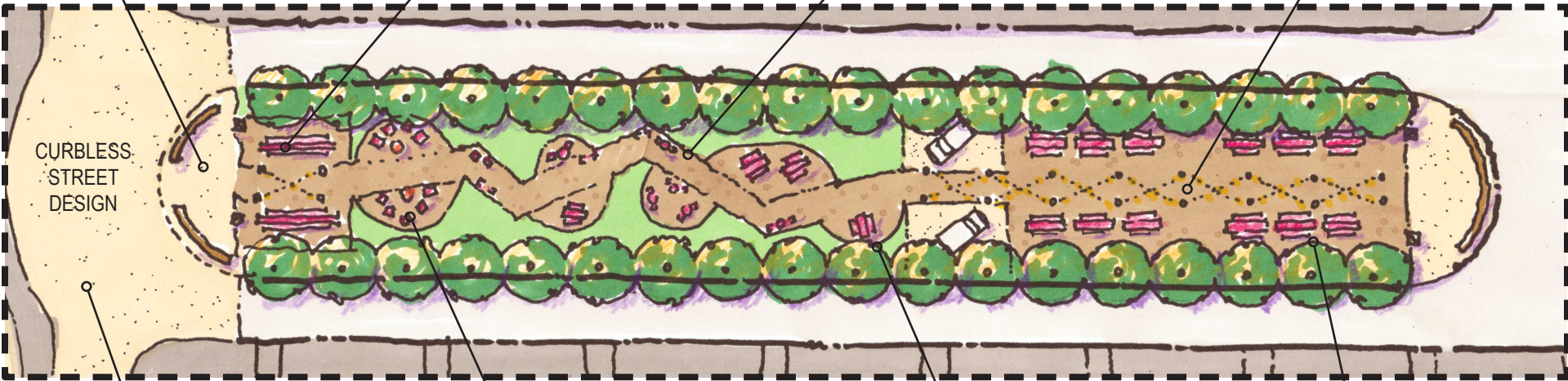
Front porch style swings



Art lighting



Festoon lights



Specialty paving



Fire pits



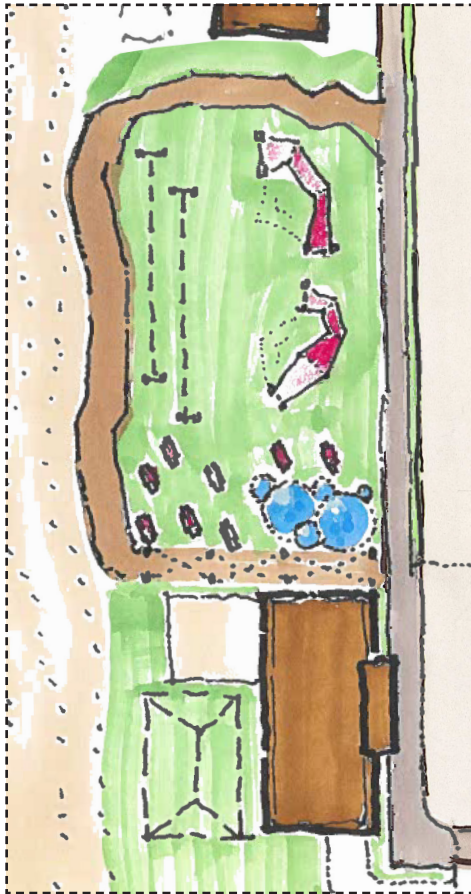
Picnic groves



Tables & chairs

7. Programmatic Elements - Destination Park

The Activity Zone



7. Programmatic Elements - Destination Park

The Activity Zone

The Activity Zone: a place for all ages to get active and have fun.

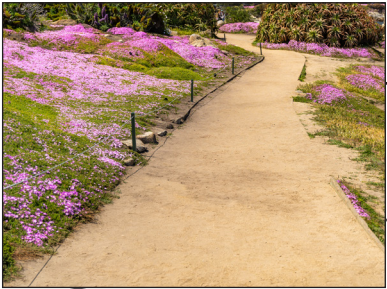
Zip lines



Built knolls & climbing areas



Crushed gravel walkways



Tower structures

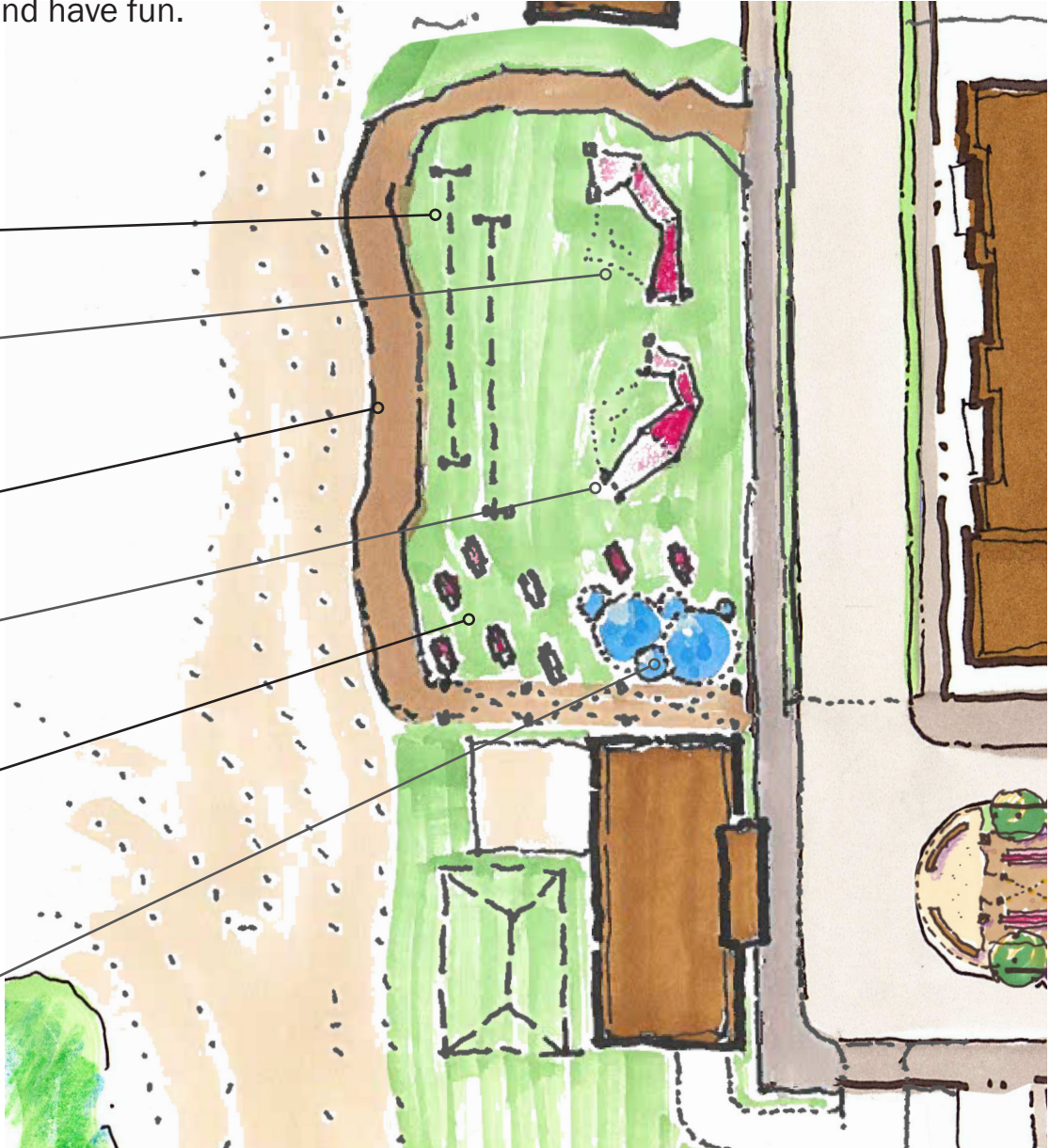


Picnic tables & grills



Plaza splash pad



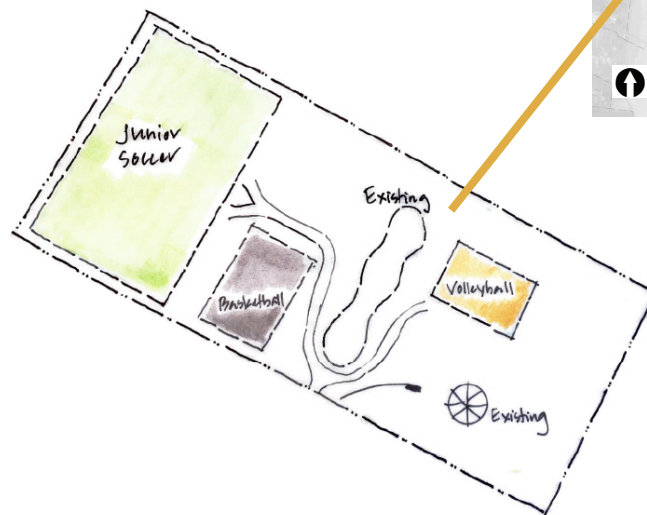


JBS Redevelopment Site Concept Plan • August 15, 2023 • Page 17

8. Programmatic Elements - VT Pride Park

During the project discovery and concept development it was determined that additional playing fields should be incorporated within the plan. City staff had always considered VT Pride Park an important neighbor and complement to the JBS site design. The park is nearby located to the north, connected to the redevelopment site by a multi-use path and roadway.

Incorporating the adjacent parcel owned by City of Green Bay Redevelopment Authority (RDA), the site is large enough to accommodate a combination of playing fields, including basketball, sand volleyball, and a youth soccer field. Dedicated playing fields will complement the destination elements planned within the JBS site and provide additional play space and park amenities to the existing Imperial Pride Neighborhood.



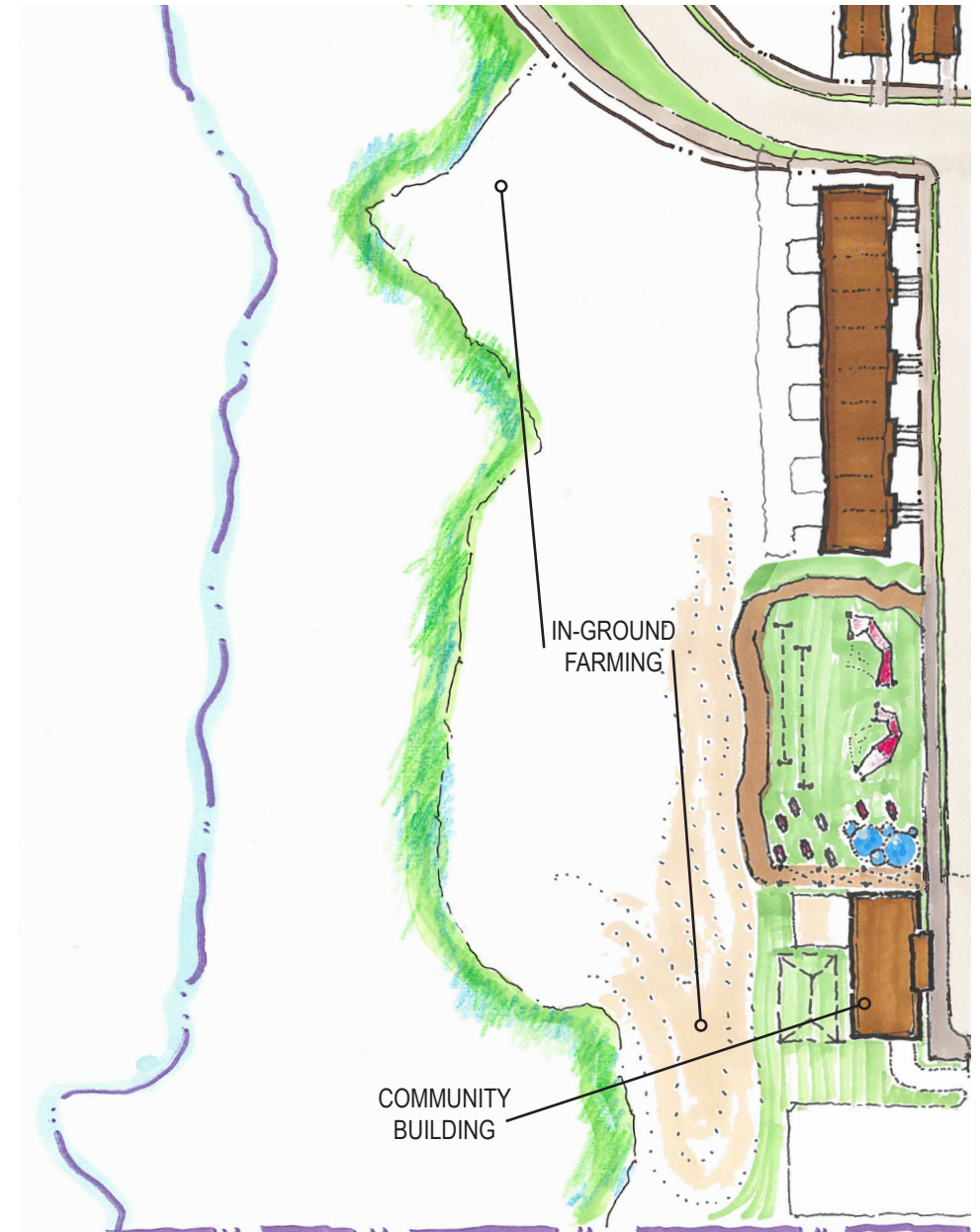
Junior Soccer Field	125'x200'
Basketball Court	60'x90'
Sand Volleyball Court	50'x80'

9. Programmatic Elements - Urban Farm

Urban farming with its critical enrichment, education, cultural connection, and food solidarity was identified as one of the foundation elements of the JBS Redevelopment Site. The proposal focused on a combined food system and community building to be shared among users, residents, and visitors to the site and destination park.

Key stakeholders involved in the urban farm and community building program included City staff, Northeast Wisconsin Technical College (NWTC), JBS, Brown County, Greater Green Bay Community Foundation, and Green Bay Area Public School District. NWTC and GB Area Public Schools further developed the urban farm component. A multi-story building space for activities, education, and community services is recommended at 5,000-6,000 square feet. Program elements can be broken down into the following:

School Age Field Trip Destination	Bathrooms (accessible to building exterior and interior), covered outdoor pavilion, kitchen, and indoor gathering space for capacity 150 people
Higher Education & Adult Enrichment Education	2 Classrooms
Community Service Space	Secure offices (3), small meeting/study rooms (2), supply and material storage
Food Production and Connection	3-5 acres



9. Programmatic Elements - Urban Farm

The program information below was provided by the urban farm concept team. It is intended to be the starting point for discussion for the program for the in-ground farming and development of the architectural building program of the community building. As envisioned, the community building would have event rental spaces, educational spaces, and food production support spaces and storage.

DESCRIPTION OF PROPOSAL: This food system and community center provides empowering opportunities that foster learning, food solidarity and cultural connection. Urban farm components include farmer incubation, growing-to-distribution activities, and relational food solidarity work. Educational components include k-12 curriculum and field trip hosting, and higher ed plus adult enrichment opportunities. The Urban Farm Center will also have space for community partner office and meeting space, as well as community gathering space.

BACKGROUND: The City of Green Bay is developing a 26-acre parcel on the east side. For the past 18 months, the City's administration has worked with specific community stakeholders (NWTC, JBS, GGBCF, Brown County) to design an equitable and inclusive vision and process for development. The three critical components to the opportunity site are 1) dynamic workforce housing, 2) a destination playground and 3) an urban farm. Northeast Wisconsin Technical College has been invited to explore its role in becoming a lead stakeholder in the urban farm component. With few parameters, the College's exploration team is collaborating with other community stakeholders to bring clarity around form around the opportunity.

CONCEPT TEAM: NWTC has partnered with Green Bay Area Public Schools to explore opportunities and develop a concept proposal for what the "Urban Farm" component could be. Members of the concept team include: NWTC- Meridith Jaeger, Amy Kox, Miranda Schornack, Amanda Chu, Chet Lamers GBAPS- Joshua Patchak, Lynette Kiehnau, Josh DePouw, Eric Conn

WHY: The development meets the needs of existing and new workforce/community, inclusive of employers. Involvement in the development is a mission aligned action for the college and school district that reflects shared equity-grounded values around engagement, passion & inspiration, results & accountability and innovation.

Programs	Potential Partners/Roles	Facilities	Flexible elements	Who benefits	Need more info on...
k-12 Field Trip Destination	GBAPS- brings students Urban Farm programming staff	Bathrooms (accessible from the building's exterior, as well as interior) covered outdoor eating pavilion indoor gathering space (for lunch and presentations) capacity for 150 ppl [inc kitchen] Landing location to receive students	Indoor gathering space Outdoor covered pavilion Bathrooms	k-12 students	What types of curriculum should be offered? Who will program, fund and operate the field trip curriculum?
Education- higher ed & adult enrichment	NWTC - instruction GBAPS (dual-credit) - coordinate credential pathway with NWTC and students UW-Extension	2 flexible classrooms - screens, projectors, pc systems, tables + chairs, phone	Classrooms	adult learners	What types of curriculum should be offered? Who's classroom is it? Who's classroom equipment is it?
Community services (TBD)		secure office setups (3) supply and material storage small meeting/ study rooms (2) office equip (?)	Office spaces Meeting/study rooms	all community members	Who will coordinate providers shared utilization by partners?
Food production and connection	Wello GBAPS UW-EXT NEW Food Forum UW-Extension	Outdoor, in ground (4-5 acres) 2 high tunnels greenhouse- propagation post-harvest handling station Cold storage minimal processing food center Farm stand	Outdoor, in-ground minimal processing food center	beginning growers residents- access to local produced healthy foods food access program participants (individuals and orgs)	Who will program, fund and operate the farming and food components??

Concept outlined collaboratively developed by NWTC + GBAPS with input from partners, City of Green Bay, NEW Food Forum and Wello

Developer and point of contact: Amanda Chu amanda.chu@nwtc.edu

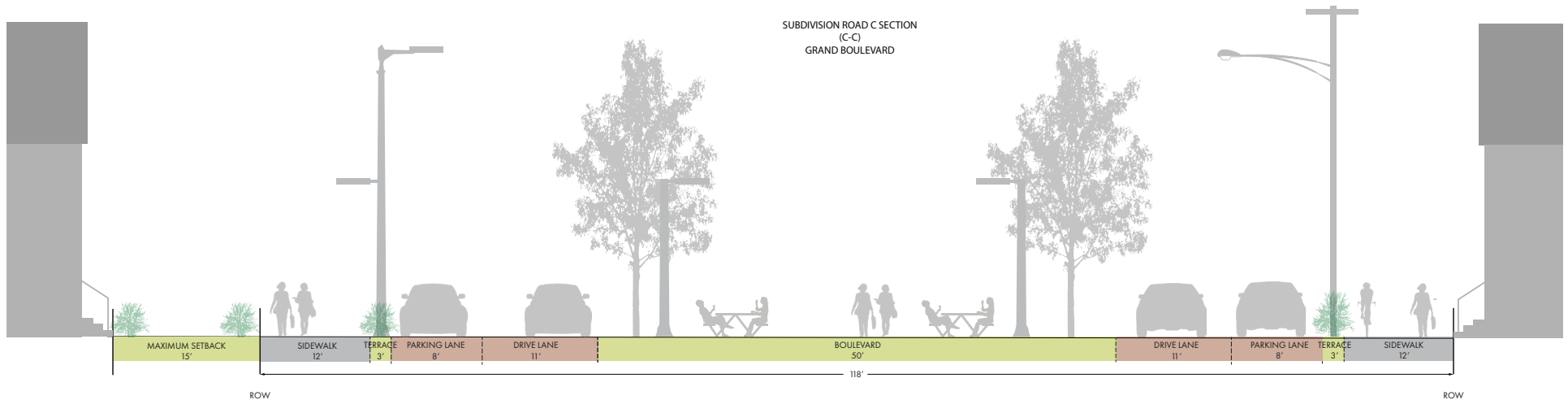
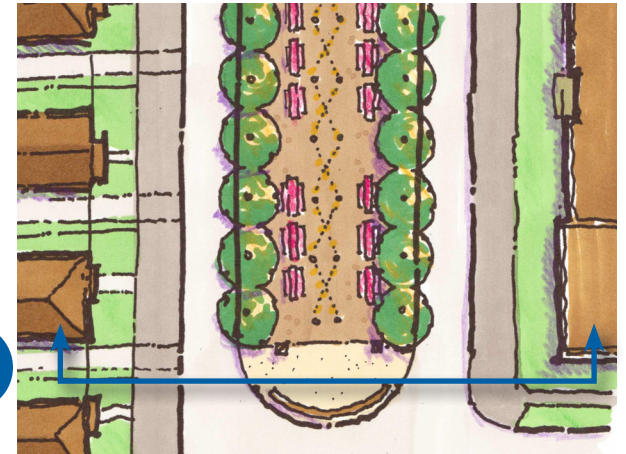
10. Programmatic Elements - Roads & Trails

Along with an iconic boulevard, multi-modes of transportation need to be well thought out. It's important in the design of the streets that adequate space is provided for vehicles, pedestrians and cyclists. The Grand Boulevard is designed with an internal active pedestrian zone, with divided two-way vehicle lanes, and multi-use sidewalks (pedestrians and bikes) beyond the curb. Sidewalks are wide enough that they can accommodate pedestrians and bicycles side by side safely. A multi-use trail connects within the neighborhood and extends north through the site and joins the multi-use trail leading to the Kroc Center, Lime Kiln Road, Imperial Lane, and VT Pride Park.

“A great street should help make community...Streets are settings for activities that bring people together.”

- Allan Jacobs

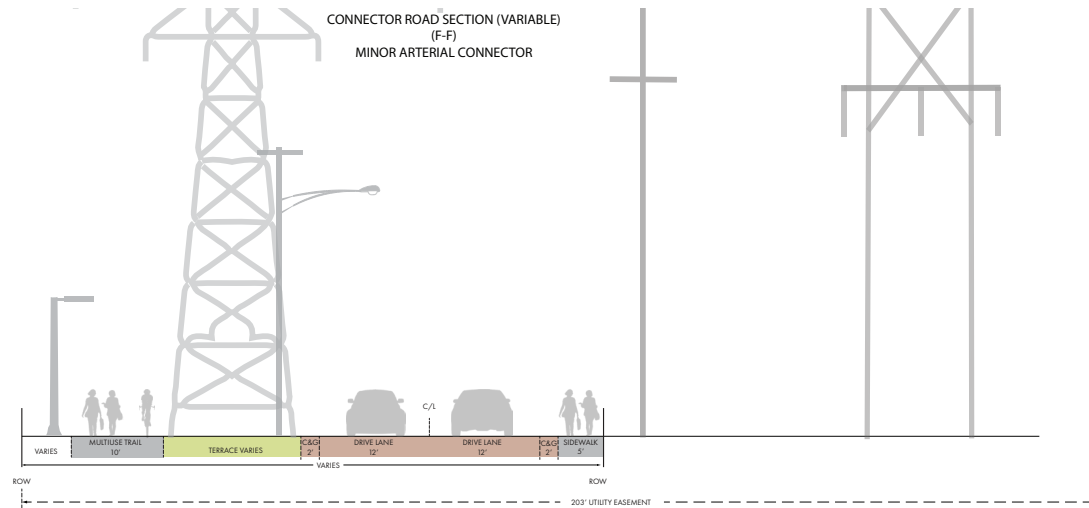
C-C



C-C

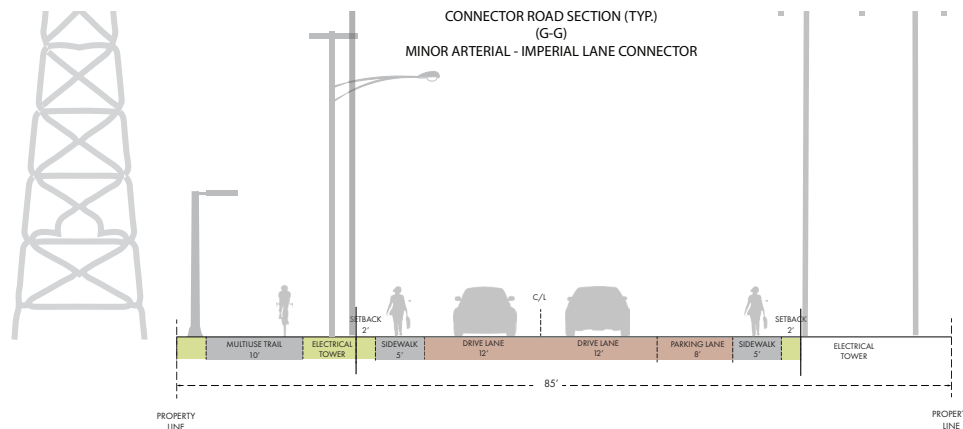
Roadway section C-C illustrates the diverse elements of the Grand Boulevard.

10. Programmatic Elements - Roads & Trails



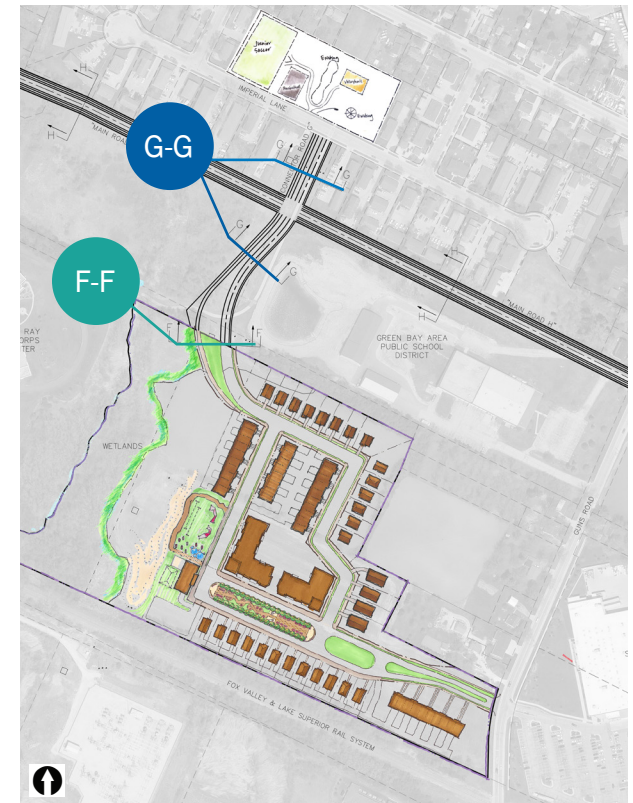
F-F

Roadway section F-F illustrates the connecting road from the JBS Redevelopment Site north to Imperial Lane. Multiple power poles and towers are within the area and the road sections reflect the approximate dimensions to successfully navigate through the site.



G-G

Roadway section G-G illustrates the connecting road through the Green Bay Area Public School District and Salvation Army parcels north to Imperial Lane. Multiple power poles and towers are within the area and the road sections reflect the approximate dimensions to successfully navigate through the site.



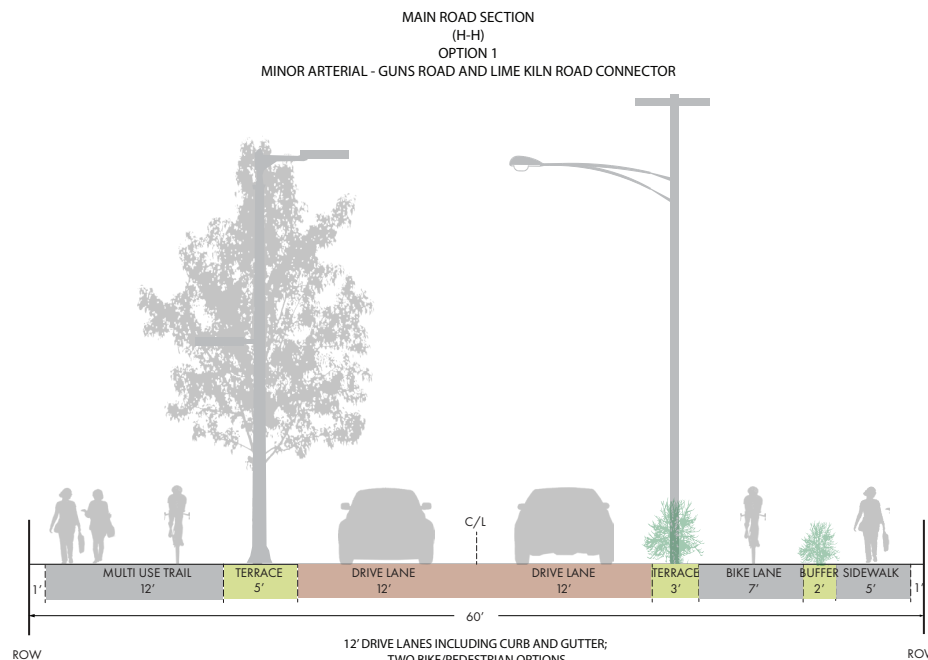
10. Programmatic Elements - Roads & Trails

An important element of the plan is the addition of connecting roads north to Imperial Lane, and east-west from Lime Kiln Road to Guns Road. These connections will improve access to homes, amenities, and jobs for this new redevelopment site and the Imperial Lane area. Including traffic calming measures along the east-west connector roads will be critical in creating a safe, walkable neighborhood. Traffic calming can be done during the roadway design phase, and can incorporate vertical deflections, horizontal shifts, and roadway narrowings. Examples of traffic calming measures are:

- Chicane (alternating curves or lane shifts)
- Choker (sometimes called a bump out; extension of curb into the street, narrowing the roadway)
- Corner extension (or bulb-out; extension of curb into the street, narrowing the roadway, at the intersection)
- Lateral shift (realignment or shift in the travel lanes)



Corner extension example



H-H

Roadway section H-H illustrates the east-west connecting road that connects Guns Road to Lime Kiln Road. The intention is to create a pedestrian and bicycle trail, with separate spaces for each.



11. The Process

The process incorporated stakeholders and viewpoints from around the Green Bay metro area and locally right in the Imperial Pride neighborhood. From regular staff update meetings, stakeholder meetings, on-site employer visioning sessions, community pop-ups, and a project website for comment—the local community has been encouraged to comment and share what they feel is important for the site. Below is a summary of the project process to date.

2021



2022

Public Value Proposition

"We will tackle social and structural inequities that impact varying scales of economic opportunities because Green Bay created barriers to housing and amenities impacting the Imperial Pride neighborhood. We will do so by developing a 26-acre site that creates mixed-income housing, a gathering space, and a local food system with the expectation that there is an increase in neighborhood activation and connection with our larger community. We will know that we have succeeded when we've increased housing options, increased neighborhood engagement and connectedness, and built our equitable development."



INITIATION OF PROJECT

- May 28 — Meeting with elected officials who represent residents impacted by the JBS Development
- June 3 — Meeting with Community Partners (GBASD and Community Organizations in Imperial Pride)
- August 17 — Meeting with Business Leaders and Non-profit Leaders (Chamber of Commerce Housing Working Group)
- September 23 — Community Meeting
- October 1 — Press Conference on JBS Donations of 26 Acres of Land and \$500,000
- January — Granted Harvard/Bloomberg grant on Collaboration on the JBS Project
- March 2 — Community Stakeholder Meeting
- April — Bloomberg/Harvard Training with Community Stakeholders
- May — Community designed RFP for JBS project
- June 28 — Community Stakeholder Meeting
- August 19 — Community Engagement Event, Sunflower Garden Project
- November — City selects GRAEF for Concept Plan development

11. The Process

2023



CASA ABIERTA

Pasar
 ¡Y vea los planes de reurbanización de JBS y comparta sus ideas sobre la reurbanización futura!

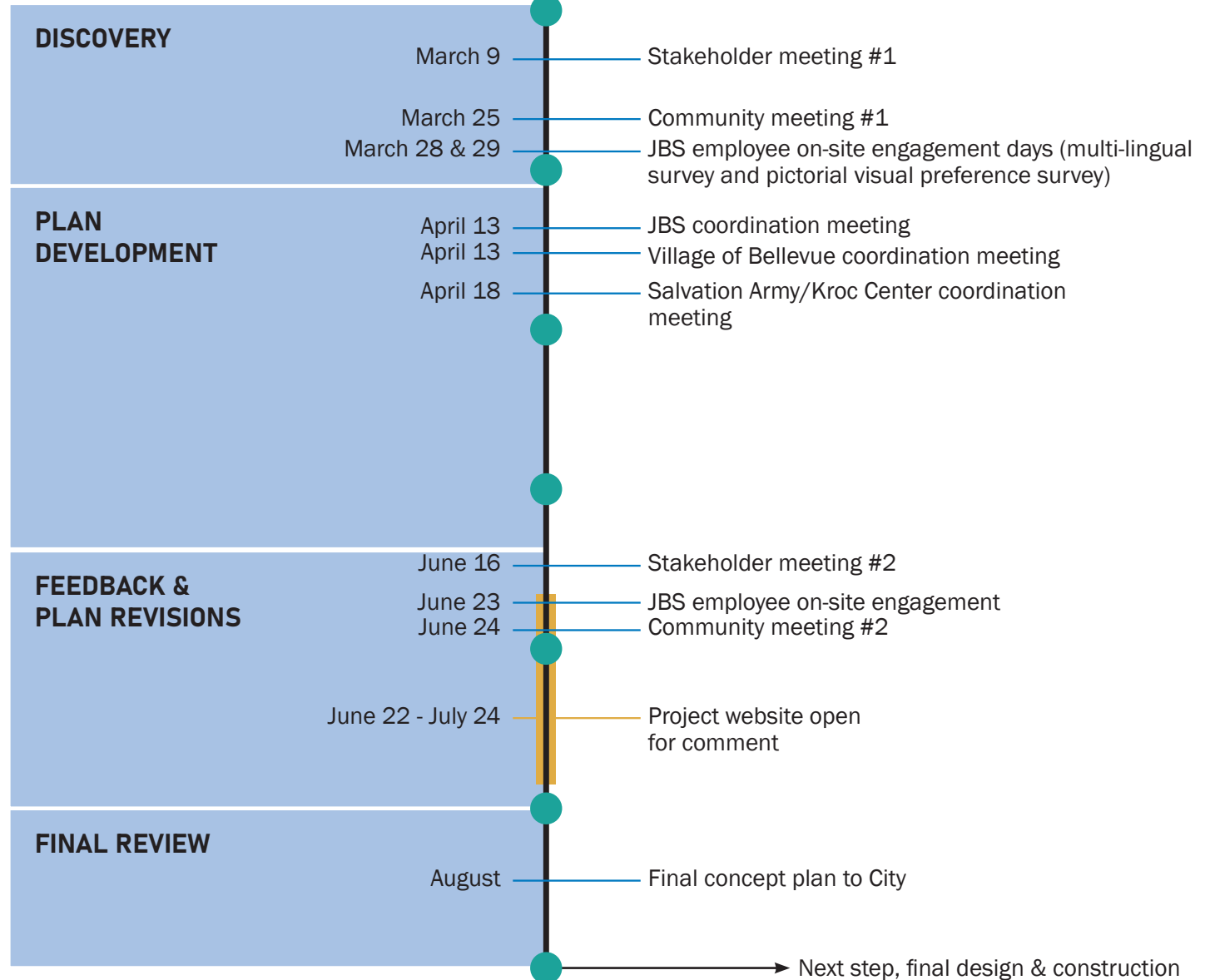
¡Ven y sé escuchado!

Comida
 Juegos
 Conversación
 DIVERTIDO

@ VT PRIDE PARK
 2203 Imperial Lane, Green Bay, WI 54301

Para obtener más información, contacto:
 Will Peters
 920.448.3150
will.peters@greenbaywi.gov

Sabado 24 junio, 2023 | 11 AM-1 PM



JBS Subdivision and Parks Phase 2 Engineering
Fee Summary Breakdown

<u>PROJECT ELEMENT</u>					
	VT Pride Park	Boulevard Park	Urban Farm/ Community Building	Destination Playground	Roadways/Utilities
TASK 1	\$ 28,300.00	\$ 28,100.00	\$ 88,500.00	\$ 28,000.00	\$ -
TASK 2	\$ -	\$ 26,900.00	\$ 104,500.00	\$ 35,000.00	\$ -
TASK 3	\$ -	\$ 30,600.00	\$ 143,600.00	\$ 39,800.00	\$ -
TASK 4	\$ -	\$ 16,400.00	\$ 87,000.00	\$ 18,500.00	\$ -
TASKS 5A/5B	\$ -	\$ -	\$ -	\$ -	\$ 175,200.00
TOTAL	\$ 28,300.00	\$ 102,000.00	\$ 423,600.00	\$ 121,300.00	\$ 175,200.00

GRAND TOTAL \$ 850,400.00
--





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August 4, 2023

Kaurie Mihm, PLA
Park Planner
Green Bay Parks Department
100 North Jefferson Street, Room 510
Green Bay, WI 54301

SUBJECT: Request for Quotes
Architectural & Engineering Services
Phase 2 Engineering
JBS Subdivision/Urban Farm/Park & VT Pride Park

Dear Kaurie:

Per the City of Green Bay's Request for Quotes related to the above referenced project, Graef-USA Inc. (GRAEF) is pleased to provide this proposal for Phase 2 Engineering Services. These services include planning, urban design, landscape architecture, civil engineering, transportation engineering, structural engineering, MEP engineering, architecture, surveying and various other miscellaneous professional services needed to complete the outlined scope of work contained in the RFQ.

Background

It is our understanding that the project scope elements are based on GRAEF's recently completed Conceptual Site Plan for the JBS Site Redevelopment. The plan was developed over the course of several months and included engagement with Imperial Pride residents, JBS employees, other area residents, multiple stakeholders such as JBS leadership, Salvation Army/Kroc Center, GBASD, Habitat for Humanity, and many other important partners. This engagement and feedback provided the basis for the plan that was developed by GRAEF. With City staff input, the plan was refined to the final delivered Conceptual Site Plan.

The Conceptual Site Plan has 5 major elements. Those include:

- VT Pride Park
- Boulevard Park
- Urban Farm/Community Building
- Destination Playground
- Utility and Roadway Infrastructure

The proposed site is located on the southeast side of the City of Green Bay, west of Guns Road, just south of its intersection with Manitowoc Road. Some elements of the site extend to Imperial Lane and Lime Kiln Road. The site topography slopes down from Guns Road to the west with a large area of wetlands and an intermittent waterway along the west side of the JBS donated parcel. There is also a large electrical transmission corridor running north-south along the west side of the parcel. The area of the project is currently agricultural.

Scope of Work

We are proposing to complete the outlined scope of work included in the Request for Quotes. The tasks will include planning, urban design, landscape architecture, civil engineering, transportation engineering, structural engineering, MEP engineering, architecture, surveying and various other miscellaneous professional services. Some of the other miscellaneous services to be completed by our team include wetland delineations and geotechnical engineering. For further information and clarifications for select discipline scopes of service, refer to Attachments A-H. We understand there will be 2 sets of bid documents each for the VT Pride Park/Boulevard Park/Urban Farm/Community Building/Destination Park package and for the Roadway/Utility Design package.

Team

We have assembled an extensive group of professionals spanning all the necessary disciplines to successfully complete the scope of work. This team includes numerous GRAEF staff along with select partner consultants needed to supplement GRAEF's internal team. The project will be led by staff from our Green Bay Office along with many of the services needed for the project. Our GRAEF Team will include:

- *Patrick J. Skalecki, P.E., Project Manager:* Over the past 30 years in the engineering industry, Pat has developed extensive knowledge along with technical and managerial skills in public infrastructure and site engineering. He has been involved in projects from idea to grand openings. This depth of knowledge and experience helps clients evaluate project scope and budget early on in the process. He is skilled in public presentation and delivery needed to build consensus among stakeholders. During design, he uses his abilities in hydraulic modeling, hydrologic studies, municipal utility design, stormwater management and system design, roadway design, complete site development, parking lot design and associated construction engineering to realize the vision of the clients into a successful project.
- *Kristan Sanchez, AICP, Assoc. AIA, Urban Design/Park Design-Secondary Project Manager:* Kristan is a designer and project manager with over 26 years of experience in the public and private sectors. She has worked in urban design, architecture, planning, and economic development on projects throughout the US. Her work has focused on the design of public spaces and her work has won awards for both design and planning projects. She has served as planner and project manager on both sides of the table: as the client while as a development director for a municipality, and while working as a consultant hired by a community. Keeping the community goals at the center of the process is the key to a successful outcome of any project.
- *Joseph Pepitone, PLA, Landscape Architect:* Joe is a licensed landscape architect who brings 36 years of professional experience in project management and landscape architectural design and planning. During his tenure at GRAEF, Joe's projects have won numerous design awards. Joe has been involved in master planning and design for corporate office, industrial, commercial/retail, recreational facilities, urban design, multi-family residential, senior housing, healthcare and

educational campuses of all sizes. His expertise includes master planning to incorporate building(s) and site program elements in a functional and cohesive manner. His thorough knowledge of all aspects of site development allow him to provide complete and thorough documentation which includes site planning, detailed design, landscape design and details, planting design, construction documentation, specifications and on-site construction administration.

- *Craig Hansen, PLS, Land Surveyor:* Craig is a professional land surveyor with over 20 years of survey managing experience on all types and sizes of public and private projects. His expertise includes municipal, commercial, transportation, industrial, residential, and construction industries. Craig has extensive experience with managing topographic and bathymetric surveying on parks and waterfront projects. Craig oversees that the survey information had been accurately documented meeting regulatory and design standards.
- *Jessica Culver, P.E., Mechanical/Plumbing/Fire Protection Engineer:* With 11 years of experience as a Mechanical Engineer, Jessica has a broad range of expertise with clients, different building types, and varied mechanical systems. She has experience in mechanical system design, plumbing system design, fire protection design, and has some experience in electrical power and lighting system design. She has experience coordinating with other disciplines to provide critical information that drives design of power systems and interior design and has experience with various mechanical systems in different building occupancy types. Experience includes completing load calculations, sizing equipment, preparing specifications and designing mechanical distribution systems, plumbing and fire protection systems for housing, commercial, retail, education, and industrial projects.
- *Robert Jeffers, P.E., Electrical Engineer:* With over 38 years of experience as an Electrical Consulting Engineer, Bob has a broad range of experience with clients, different building types, and varied electrical systems. He has significant experience including project management of multi-disciplined projects and project engineering functions for design of electrical and lighting systems. Experience includes establishing project budgets, completing calculations, selecting equipment, preparing specifications and designing low and medium electrical distribution systems, stand-by emergency generation and fire alarm systems for commercial, institutional, laboratory and sports projects.
- *Jeff Rosner, P.E., Structural Engineer:* In Jeff's 28 years as an engineer, he has developed an outstanding record of completing a variety of consulting engineering projects. His structural project experience includes the design of new buildings, building additions, and evaluation and repair of existing buildings. Jeff's experience has encompassed a wide range of commercial building designs including numerous educational facilities, retail facilities, recreational facilities, office buildings, and water park/pool facilities. Jeff also provides notable experience in the inspection and design of bridges throughout Wisconsin. With a master's degree in structural engineering, Jeff has handled a design role on numerous bridge projects of various size and complexity.

- *Andrew Schultz, P.E., Transportation Engineer:* Andrew is a municipal/transportation engineer with 17 years of experience in the development of plans and specifications for the Wisconsin Department of Transportation (WisDOT) and various municipalities. He specializes in design of urban and rural roadways, municipal utilities, and site design projects. He is very familiar with preparing environmental documents, various design reports, traffic control and management plans, and utility coordination process.
- *Christine Pichler, P.E., Civil Engineer:* Christine is a municipal and site development engineer with over 12 year of experience and expertise in the design of utilities and roadways including preparation of plans and specifications. In addition to roadways and utilities, she also specializes in storm water management and system design, park facilities, multi-use trails and site design projects. She is familiar with the preparation of permit applications including various design reports.

Our partner consultant team includes:

- *RHG Architecture + Design, Lead Architect for Community Building:* Rachael Grochowski founded RHG A+D, a boutique, award winning Architecture and Interiors firm, in Montclair, New Jersey in 2003. A desire to create spaces that connect with a client on a physical, experiential, and spiritual level are what drives Rachael and her team. RHG A+D approaches design with an understanding that it is more than just aesthetic and function; design is emotive and sensory; design can be spiritual.
- *ECS Midwest, LLC, Geotechnical Consultant:* ECS Midwest LLC Green Bay Office was originally established in 1990 as River Valley Testing performing geotechnical engineering along with construction engineering services and technical support. Since the acquisition in late 2017, ECS Green Bay has continued the high level of quality established by RVT and expanded those services leveraging the significant resources of ECS' 2500 employees.
- *Water Technology, Inc, Splashpad:* The WTI team is a highly qualified group of individuals comprised of creative architects, landscape architects, engineers, designers, business developers and administrators, all with a passion for aquatics. Together, we combine our talents to develop original, aquatic facilities from concept to reality. In addition, WTI maintains solid relationships with other consultants and contractors and continues to set the standards in the aquatic industry across the United States and around the world. WTI was established in 1983 and is now the largest aquatic design firm in North America with a staff of over 50.

Schedule

We understand the proposed tentative schedule to be as follows:

- August 23, 2023: Notice to Proceed
- August 29, 2023: Meeting #1
- September 26, 2023: Meeting #2
- October 3, 2023: Meeting #3



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- October 17, 2023: Meeting #4
- November 21, 2023: 60% PS&E
- December 5, 2023: Meeting #5
- January 2, 2024: 90% PS&E
- January 16, 2024: Meeting #6
- January 30, 2024: 100% PS&E
- TBD: Meeting #7 and #8

The GRAEF team understands that it is critical that this schedule be met due to funding commitments and other factors. GRAEF has significant resources to leverage for an accelerated schedule. Our partners are also familiar with an accelerated schedule. We also understand that a clear and detailed work plan is necessary at the outset of a project with a strict schedule in order to stay on task and meet intermediate milestones. Regular team meetings will be held for our internal team and with you, the owner. We will develop a detailed outline for the progression of the work that will be adhered to throughout the project. While outside agencies that have permit approval authority are beyond our control and can impact schedule, early involvement and communication with those entities can mitigate potential delays.

Fee

We are proposing our work on a Lump Sum Basis per the RFQ. The proposed fees are as follows:

Scope of Work Task	Lump Sum Fee
Task 1 – Concept/Schematic Design and Design Development:	\$172,800
Task 2 – Refined Design Development	\$166,400
Task 3 – Construction Document Phase	\$214,000
Task 4 – Construction Bidding and Administration Phase	\$122,000
Task 5a – (Roadways and Utility Design within JBS Parcel):	\$105,700
Task 5b – (Roadways and Utility Design north of JBS Parcel):	\$69,500
Total Lump Sum Fee/Tasks 1 through 5b	\$850,400

Note that the fees for survey work including topographic survey of the proposed roadway corridors north of the JBS parcel and the subdivision plat/right-of-way dedications are included in the Task 5a fee noted above.

Reimbursable expenses are included in the above fees. These fees are anticipated to include travel expenses for the included meetings, permit fees, plan review fees, plat recording fees, title searches and other miscellaneous printing and delivery fees.

We have also attached our schedule of hourly rates and other charges should additional services be requested.

Conclusion

We understand that the City's Standard Agreement will be utilized for contractual purposes, and we are in agreement with the provisions including terms and conditions.



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We appreciate the opportunity to submit this proposal and continue working with you on this exciting project for the City. If you have any questions, or require any additional information, please feel free to contact us.

Sincerely,

Graef-USA Inc.

A handwritten signature in blue ink, reading "Patrick J. Skalecki".

Patrick J. Skalecki, P.E., LEED AP
Vice President | Principal | Green Bay Office Leader

A handwritten signature in black ink, reading "Kristan Sanchez".

Kristan Sanchez, AICP
Associate

Enclosures

- Discipline Scope Clarifications Attachments A-H
- Hourly Rate Sheet and Miscellaneous Item Charges

G:\Mkt\Proposals & SOQs\GB\MUN\Green Bay, City of\JBS Subdivision & Park Development Ph 2 Engineering_20_0723



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The Avenue
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax
www.graef-usa.com

PROFESSIONAL SERVICES 2023 FEE SCHEDULE (effective January 1, 2023)

CLASSIFICATION	RATE
Senior Group Manager (P9)	\$ 235.00
Group Manager (P8)	\$ 215.00
Senior Professional (P7)	\$ 205.00
Professional (P6)	\$ 195.00
Professional (P5)	\$ 185.00
Professional (P4)	\$ 171.00
Professional (P3)	\$ 158.00
Professional (P2)	\$ 143.00
Professional (P1)	\$ 120.00
Senior Technician/Inspector (T6)	\$ 160.00
Senior Technician/Inspector (T5)	\$ 147.00
Senior Technician/Inspector (T4)	\$ 137.00
Technician/Inspector (T3)	\$ 124.00
Technician/Inspector (T2)	\$ 109.00
Technician/Inspector (T1)	\$ 90.00
Survey Crew - 1 Person	\$ 168.00
Survey Crew - 2 Person	\$ 233.00
Administrative	\$ 87.00

Automobile travel will be billed at the current federal rate of 65.5 cents per mile.

Survey vehicles will be billed at 75 cents per mile.

LIDAR scanner will be billed at \$150/hour.

Unmanned Aircraft System (UAS) will be billed at \$75/hour.

Expenses such as travel and supplies will be billed at actual cost.

Contracted services and consultants will be billed at cost plus 5 percent.



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ATTACHMENT A SURVEYING SCOPE OF SERVICES

Scope and Project Phases

For this project, GRAEF proposes to provide services following the outline of tasks in the RFQ. The items below outline clarifications, assumptions, or additional services to the scope items included in the RFQ.

Clarifications/Assumptions

For each task, the included scope is listed below.

- **Task 1: Topographic Data**
 - GRAEF assumes that all survey data obtained during the preparation of the ALTA/NSPS Land Title Survey dated June 21, 2022, will be provided. The ALTA/NSPS Land Title Survey includes Parcel# 23-243-1 and Parcel# B-243-4 owned by the Redevelopment Authority of the City of Green Bay. GRAEF will acquire limited additional topographic and utility surveys in this area in order to incorporate changes to the site that may have occurred following the survey.
 - GRAEF will obtain additional topographic and utility survey data for design purposes within the proposed road rights-of-way lying northerly of the existing survey area described above. The proposed road rights-of-way include parts of the Green Bay Area Public School District property (Parcel# 21-462-1), the Salvation Army properties (Parcel# 21-462 & Parcel# 21-462-2) and the City of Green Bay property (Parcel# 23-237-1). The survey will be limited to only those areas needed for roadway design and will be conducted as described in the "Topographic Data" section of the RFQ.
- **Task 2: Right-of-Way Dedication and Platting**
 - GRAEF will prepare a Certified Survey Map (CSM) over the Green Bay Area Public School District property (Parcel# 21-462-1) to dedicate the proposed road rights-of-way within the property.
 - GRAEF will prepare a CSM over the Salvation Army properties (Parcel# 21-462 & Parcel# 21-462-2) to dedicate the proposed road rights-of-way within the properties.
 - The CSM's described above will meet the requirements of the City of Green Bay Code of Ordinances (Chapter 36 – Subdivisions) and Wisconsin State Statutes (Chapter 236). The CSM's will be submitted to the City of Green Bay for review and approval. Following approval, the CSM will be routed for signatures and recorded at the Brown County Register of Deeds office.
 - GRAEF will prepare a Subdivision Plat over the Redevelopment Authority of the City of Green Bay properties (Parcel# 23-237-1, Parcel# 23-243-1 & Parcel# B-

243-4). The subdivision plat will dedicate the proposed road rights-of-way, create a lot for the public spaces (urban farm, community building, destination playground, splash pad, etc.) and create four lots for future development. One Preliminary Plat and one Final Plat will be prepared to meet the requirements of the City of Green Bay Code of Ordinances (Chapter 36 – Subdivisions), the Village of Bellevue Municipal Code (Chapter 410 – Subdivision of Land), and Wisconsin State Statutes (Chapter 236). The Preliminary Plat and Final Plat will be submitted to the City of Green Bay, Village of Bellevue, and the Plat Review Section of the Wisconsin Department of Administration for review and approval. Following approval, the Final Plat will be routed for signatures and recorded at the Brown County Register of Deeds office.

- GRAEF will obtain current title reports, with associated document copies, for the six properties referenced above. Title report costs will be paid by GRAEF and billed to the Client as a reimbursable expense above the lump sum fee. We estimate title report costs to be approximately \$500 per report.
- All state and local review fees, recording fees and associated expenses will be paid by GRAEF and billed to the Client as a reimbursable expense above the lump sum fee. We estimate review and recording fees to be approximately \$300 per Certified Survey Map, \$1000 per Preliminary Subdivision Plat and \$1000 per Final Subdivision Plat.
- GRAEF assumes that the City of Green Bay will deed Parcel# 23-237-1 to the Redevelopment Authority of the City of Green Bay prior to any of the surveys described in this section being submitted for review.
- GRAEF will prepare a legal description for that part of the fifty-foot parcel currently owned by the City of Green Bay (Parcel# 23-237-1) lying southerly of the Salvation Army property (Parcel# 21-462) to be deeded to the Salvation Army.

Additional Services

The following is a list of services that can be provided but are not included in our Basic Services. These services can be provided at your request for additional compensation.

- Legal descriptions and exhibits to be used in transferring Parcel# B-243-4 from the Village of Bellevue to the City of Green Bay.



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ATTACHMENT 'B'

CIVIL SCOPE OF SERVICES

Scope and Project Phases

For this project, GRAEF proposes to provide the services following the outline of tasks in the RFQ. The below items outline clarifications, assumptions, or additional services under our proposal.

Clarifications/Assumptions

The following is a list of clarifications and assumptions made related to the written scope of work in the RFQ

- Wetland Permitting assumes over 10,000 SF of filling and an Individual Permit is required. Mitigation negotiations/coordination and cost for mitigation credits is not included.
- Includes roughly 2,800 LF of roadways and utilities in the JBS Parcel and 3,000 LF of roadways and utilities in the areas north of the JBS Parcel
- Assumes intersections in development are all stop condition.
- Assumes roadway is concrete curb and gutter with asphalt pavement.
- City permit approvals are needed but fees are waived or covered internally by City departments.
- For each of the 4 meetings outlined in Task 1, we are expecting that each meeting would include the VT Pride Park, Boulevard Park, Urban Farm/Community Bldg, Destination Playground in the same meeting on that same day. Likely 4-6 hours for each day with each element addressed individually in sequence. We anticipate a combination of in-person attendance by GRAEF and virtual attendance by select GRAEF staff and RHG Architecture+Design.
- Roadway design includes street lighting but not specialty landscaping or street trees.
- FEMA Letter of Map Revisions, Letter of Map Amendment, or other floodplain mapping revisions is not included but if needed can be provided as an additional service.
- We anticipate 1-2 regional stormwater ponds for the entire JBS Parcel area development. Stormwater facilities on the north parcels where only a road is part of the scope will include conveyance facilities only as the parcel development is by others and unknown.

Additional Services

The following is a list of services that can be provided but are not included in the Basic Services. These services can be provided at your request for additional compensation.

- Environmental assessments or remediation plans
- Attend additional meetings beyond what is outlined in the RFQ.



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- Construction site observations, inspection, and/or administration beyond what is outlined in the RFQ
- LEED feasibility analysis, design guidelines, and documentation



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ATTACHMENT 'C'

LANDSCAPE ARCHITECTURE SCOPE OF SERVICES

The scope of work will follow the outline of tasks in the RFQ. The below items outline clarifications, assumptions, or additional services under our proposal.

Clarifications/Assumptions

The following is a list of clarifications and assumptions made related to the written scope of work in the RFQ.

- VT Pride Park
 - Master Plan ONLY
 - Area of Park: approximately 230' x 520' or 119,600sf
- Boulevard Park
 - Water Feature – If a water feature is included in scope then a subconsultant shall be selected to assist with final design and engineering for MEP components for the water feature.
- Destination Playground
 - Area of Playground: approximately 130' x 220' or 28,600sf.
 - Standard Play Equipment - The selection for standard play equipment / structures would be provided by preferred playground manufacturer or vendor based on available products that would best meet the design intent for each.
 - Custom play elements would be developed with assistance from specialty consultant/fabricators.
 - Splash Pad/Water Feature – If included then a subconsultant shall be selected to assist with final design and engineering for MEP components for this.

Additional Services

The following is a list of services that can be provided but are not included in the Basic Services. These services can be provided at your request for additional compensation.

- Landscape Irrigation Design & Specifications
- Municipal, County or State department submissions, coordination, and meetings – Permitting is included in the Civil scope.
- Attendance at additional meetings
- Additional site observations
- LEED feasibility analysis (or other), design guidelines, and documentation
- Design of off-site landscape or within public roadway right of way
- Additional 3d renderings



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ATTACHMENT 'D' MECHANICAL SCOPE OF SERVICES

Scope and Project Phases

For this project, GRAEF proposes to provide services following the outline of tasks in the RFQ. The items below outline clarifications, assumptions, or additional services to the scope items included in the RFQ.

Clarifications/Assumptions

For each task, the included scope is listed below.

- **Task 1: Concept/Schematic Design**
 - VT Pride Park: No mechanical scope is included in basic services.
 - Boulevard Park: No mechanical scope is included in this phase.
 - Urban Farm/Community Building
 - Mechanical HVAC design for community building as developed.
 - Participation in concept presentations as necessary.
 - Destination Playground: No mechanical scope is included in basic services.
- **Task 2: Design Development**
 - Boulevard Park:
 - Design of gas service to fire pits or features in the park.
 - Urban Farm/Community Building
 - Design HVAC system utilizing roof mounted equipment to provide cooling and heating for community building.
 - Participation in four (4) design meetings.
- **Task 3: Construction Documents**
 - Boulevard Park:
 - Design of gas service to fire pits or features in the park.
 - Specifications to be on drawing sheets.
 - Urban Farm/Community Building
 - Design HVAC system utilizing roof mounted equipment to provide cooling and heating for community building.
 - Design exhaust from restrooms, janitor closets and building relief air through roof mounted fans for community building.
 - Design heating system to be natural gas fired sections in roof mounted HVAC equipment.
 - Design cooling system to be packaged direct expansion type with dehumidification equipment.
 - Specify a direct digital control system.
 - Participation in four (4) design meetings.
 - Specifications to be in booklet format.
- **Task 4: Construction Bidding and Administration**
 - Boulevard Park:
 - Scope as defined in RFQ.
 - Site visits to be limited to (1) upon substantial completion of construction with punchlist report.



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- Urban Farm/Community Building
 - Scope as defined in RFQ.
 - Site visits to be limited to (1) upon substantial completion of construction with punchlist report.

Additional Services

The following is a list of services that can be provided but are not included in the Basic Services.

- Additional site visits during construction.
- Participate in utility incentive programs.
- Commissioning of MEP systems.
- Coordination of value engineering items and resulting drawing updates.



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ATTACHMENT 'E'

ELECTRICAL SCOPE OF SERVICES

Scope and Project Phases

For this project, GRAEF proposes to provide services following the outline of tasks in the RFQ. The items below outline clarifications, assumptions, or additional services to the scope items included in the RFQ.

Clarifications/Assumptions

For each task, the included scope is listed below.

- **Task 1: Concept/ Schematic Design**
 - VT Pride Park: Prepare narrative describing any lighting or electrical power needs that may be required for this park.
 - Boulevard Park: Prepare narrative describing any lighting or electrical power needs that may be required for this park.
 - Urban Farm/Community Building: Perform building electrical load calculations, contact local utility, size main electrical equipment, prepare schematic design level one-line power distribution diagram.
 - Destination Playground: Prepare narrative describing any lighting or electrical power needs that may be required for this playground.
 - Infrastructure and Roadway Design: Prepare narrative describing roadway lighting approach associated with the roadway design.
- **Task 2: Design Development**
 - VT Pride Park: No electrical scope is included in GRAEF's Basic Services.
 - Boulevard Park: Design Development level plans depicting lighting approach and electrical power needs for this park.
 - Urban Farm/Community Building: Prepare Design Development level plans and specifications with approaches to lighting, general purpose outlets, special purpose outlets, motor connections, metering, power distribution, backup power, and other building electrical systems.
 - Destination Playground: Design Development level plans depicting lighting approach and electrical power needs for this playground.
 - Infrastructure and Roadway Design: Progress level plans showing roadway lighting pole locations, location(s) of lighting control cabinets, locations of any pull boxes, and roadway lighting photometrics. Cut sheets of roadway poles and luminaires.

- **Task 3: Construction Documents**

- VT Pride Park: No electrical scope is included in GRAEF's Basic Services.
- Boulevard Park: Construction Document level plans depicting lighting approach and electrical power needs for this park.
- Urban Farm/Community Building: Prepare Construction document level plans and specifications with approaches to lighting, general purpose outlets, special purpose outlets, motor connections, metering, power distribution, backup power, and other building electrical systems.
- Destination Playground: Construction Document level plans depicting lighting approach and electrical power needs for this playground.
- Infrastructure and Roadway Design: Confirm items from task 3 to reflect any revisions to the roadway plans. Layout wiring and conduit routings, prepare material quantities, perform voltage drop calculations, prepare wiring diagrams, assemble roadway lighting details and specifications.

- **Task 4: Construction Bidding and Administration**

- VT Pride Park: No electrical scope is included in GRAEF's Basic Services.
- Boulevard Park: Respond to contractor questions during bidding and during construction, review of project shop drawings.
- Urban Farm/Community Building: Respond to contractor questions during bidding and during construction, review of project shop drawings, site visit to review progress of electrical installation, final site visit to review completion and document and issue electrical punch list items.
- Destination Playground: Respond to contractor questions during bidding and during construction, review of project shop drawings.
- Infrastructure and Roadway Design: Respond to contractor questions during bidding and during construction, review of project shop drawings. Site visit to review the installation and prepare a roadway lighting punch list.

Additional Services

The following is a list of services that can be provided but are not included in our Basic Services.

- Service related to a formal Value Engineering process.
- LEED design services
- Assist in applications for utility rebate programs.
- Additional site visits
- Fully engineered low telecommunications design with specifications
- Preparation of As-Built plans based on contractor furnished installation plans.



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ATTACHMENT 'F'

PLUMBING & FIRE PROTECTION SCOPE OF SERVICES

Scope and Project Phases

For this project, GRAEF proposes to provide services following the outline of tasks in the RFQ. The items below outline clarifications, assumptions, or additional services to the scope items included in the RFQ.

Clarifications/Assumptions

For each task, the included scope is listed below.

- **Task 1: Concept/Schematic Design**
 - VT Pride Park: No plumbing & fire protection scope is included in basic services.
 - Boulevard Park: No plumbing & fire protection scope is included in basic services.
 - Urban Farm/Community Building
 - Plumbing and fire protection design for the community building as developed.
 - Participation in concept presentations as necessary.
 - Destination Playground:
 - No plumbing scope included in this phase.
 - No fire protection scope is included in basic services.
- **Task 2: Design Development**
 - Urban Farm/Community Building
 - Provide scope design of fire protection systems identifying hazard designations throughout community building.
 - Provide preliminary domestic water, sanitary and storm sewer design for community building.
 - Participation in four (4) design meetings.
 - Destination Playground:
 - Utility coordination for water features and/or spray park.
- **Task 3: Construction Documents**
 - Urban Farm/Community Building
 - Provide scope design of fire protection systems identifying hazard designations throughout community building.
 - Design gravity sanitary and storm sewer to new connection five feet away from building exterior.
 - Design domestic water extension from existing main in building.
 - Design sanitary and domestic water distribution throughout community building.
 - Design roof drainage from flat roof areas to storm water connection outside building.
 - Select plumbing fixtures based on client standards.
 - Specifications to be in booklet format.



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- Destination Playground:
 - Utility coordination for water features and/or spray park.
 - Specifications to be on drawing sheets.
- **Task 4: Construction Bidding and Administration**
 - Urban Farm/Community Building
 - Scope as defined in RFQ.
 - Site visits to be limited to (1) upon substantial completion of construction with punchlist report.
 - Destination Playground:
 - Scope as defined in RFQ.
 - Site visits to be limited to (1) upon substantial completion of construction with punchlist report.

Additional Services

The following is a list of services that can be provided but are not included in the Basic Services.

- Additional site visits during construction.
- Participate in utility incentive programs.
- Commissioning of MEP systems.
- Coordination of value engineering items and resulting drawing updates.
- Lift stations or pumping stations for plumbing systems.



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ATTACHMENT 'G'

STRUCTURAL SCOPE OF SERVICES

Scope and Project Phases

For this project, GRAEF proposes to provide the services following the outline of tasks in the RFQ. The below items outline clarifications, assumptions, or additional services under our proposal.

Clarifications/Assumptions

Structural Scope: Community building

- Review Geotechnical evaluation
- Preliminary structural analysis and layout of structural system.
- Coordination with team as required
- Meetings as required
- Final sealed structural design documents
- Construction services – shop drawing review, RFIs and construction bulletins as required, 2 site visits during construction.

Structural Scope: Park amenities

- Structural design of site amenities as required (feature foundations, retaining walls, seat wall foundations etc.)
- Structural design documents
- Coordination with team as required
- Construction services – shop drawing review, RFI's, Construction Bulletins, 2 site visits during construction.

4 August 2023

Proposal: **GB- Urban Farm Barn & Design Guidelines for Housing Green Bay, WI**

Client: **Pat Skalecki, PE. LEED AP, Office Leader-Principal GRAEF**
Kristan Grygiel Sanchez Market Area Leader GRAEF

This proposal is for Architectural, Interior Design, and FF&E (Furniture, Fixture, & Equipment) Services for the Community Building (aka Urban Barn) of approximately 6,700 square feet, situated within a new subdivision including Urban Farm/Park & VT Pride Park development designed concurrently by GRAEF. Also included are Architectural and Design services to assist in the creation of a Design Guidelines package for the future housing developments on the masterplan. Our scope of work shall be limited to:

1.1 Programming, Concept, and Schematic Design - RFQ TASK 1 est. Aug 29-Oct 30 '23

- A. Aug 29 Meeting 1 (Project Scoping)
 - a. Attend kick-off meeting with the City RE: site, objectives, scope, code (virtual)
 - b. Attend up to four (4) additional follow-up programming meetings with NWTC & the City (up to 2 in-person)
- B. Sep 26 Meeting 2 (Presentation to the City)
 - a. Virtual participation at the presentation
 - b. Two (2) Conceptual Designs – for both the interiors and exteriors – to include:
 - i. Renderings
 - ii. Floor Plans
 - iii. Sketchup 3D model
 - c. Preliminary FF&E data and Samples
 - d. Two (2) internal design coordination meetings w GRAEF, including preliminary Cost Estimates discussions for each concept (virtual)
- C. Oct 3 Meeting 3 (Public Presentation)
 - a. Incorporate comments and feedback from Meeting 2
 - b. Present concepts to the public (virtual)
- D. Oct 17 Meeting 4 (Presentation to the City)
 - a. Virtual participation at the presentation
 - b. Incorporate comments and feedback from Meeting 3
 - c. One (1) Final SD – both the interiors and exteriors – to include:
 - i. Renderings, include 3D view(s) of the building
 - ii. Floor Plans, Elevations, Sections (if applicable)
 - iii. Sketchup 3D model

491 BLOOMFIELD AVENUE
 SUITE 201
 MONTCLAIR, NJ 07042
 TELEPHONE 973 707.2081

INFO@RHGDESIGN.COM
 WWW.RHGDESIGN.COM

- d. Schematic FF&E data and Samples
- e. Two (2) internal design coordination meeting w GRAEF, including participation in Schematic Cost Estimates discussions (virtual)
- E. Final Schematic Design Approval by The City
 - a. Incorporate comments and feedback from Meeting 4
 - b. Submit updated Renderings, 2D Drawings, 3D Model, and/or FF&E data and Samples for City Approval
 - c. One (1) internal coordination meeting w GRAEF (virtual)

Meetings for this Phase/Task: Up to 9 Client/Owner Meetings (2 of which can be in-person if requested) + 4 additional programming Meetings (2 of which can be in-person if requested)

2.1 Design Development - RFQ TASK 2 est. Oct 31-Nov 20 '23

- A. Completing the Design Development Phase
 - a. One (1) internal coordination meeting w GRAEF (virtual)

Meetings for this Phase/Task: Up to 1 Client Meeting (virtual)

2.2 Construction Documents - RFQ TASK 3 est. Nov 21-Jan 30 '24

- A. Nov 21 City Review (60% CD Submission)
 - a. 60% CD, including Outline Spec
 - b. FF&E data and Samples
 - c. Two (2) internal design coordination meeting w GRAEF, including Cost Estimates discussions (virtual)
- B. Dec 5 Meeting 5 (Review City proposed changes)
 - a. Virtual participation
- C. Jan 2 City Review (90% CD Submission)
 - a. Incorporate City Review comments and feedback
 - b. 90% CD, including Arch Spec
 - c. List of bid items and quantities
 - d. FF&E data and Samples
 - e. Two (2) internal coordination meeting w GRAEF (virtual) including:
 - i. Design
 - ii. Cost Estimates
 - iii. Construction Schedule
- D. Jan 16 Meeting 6 (Review City proposed changes)
 - a. Virtual participation
- E. Jan 30 (100% CD Submission)
 - a. Incorporate City Review comments and feedback
 - b. 100% CD, including Arch Spec
 - i. For Phase 1 Bids – scope within budget

- ii. For Phase 2 Bids – scope outside of budget
- c. List of bid items and quantities
- d. FF&E data and Samples
- e. Two (2) internal coordination meeting w GRAEF (virtual) including:
 - i. Design
 - ii. Cost Estimates
 - iii. Construction Schedule

Meetings: Up to 8 Client Meetings (virtual)

2.3 Bidding - RFQ TASK 4 Part 1 of 2 est. Jan 31-Feb 28 '24

- A. For Meeting 7 (Public information meeting for public works)
 - a. Virtual participation
- B. For Meeting 8 (Preconstruction meeting)
 - a. Virtual participation
- C. For Changes/Revisions per the RFQ General Information Item L
 - a. Limited to and Up to 40 hours of changes

Meetings: Up to 2 Client Meetings (1 of which can be in-person if requested)

3.1 Construction Administration - RFQ TASK 4 Part 2 of 2 est. 6 months total

- A. Review RFIs, shop drawings, change orders, submittals, and samples
- B. Construction meetings
- C. In-person final inspection, project punch list, and close out
- D. As-Built Documents per the RFQ Deliverables – Construction Document Phase

Meetings: Up to 8 Meetings (3 of which in-person)

4.1 Design Guidelines for Housing Developments

- A. To align the future housing development schemes with the Grant narratives by assisting GRAEF in providing architectural and design guidelines that address:
 - a. Design styles and densities, e.g. urban and suburban
 - b. Targeted income levels from 30-120% of the area median income
 - c. Design materials and practices
- B. The Guidelines are to be developed concurrently with the 4 RFQ Tasks

Meetings: Up to 4 Client Meetings (virtual)

Assumptions and Limitations

- 1. Proposal is based on the 2023-06-15 Street and Block Layout – Preferred Scheme shared with our office.

2. Scope of work is limited to the Community Building (aka Urban Farm Barn) on the developed masterplan and is as defined in the City of Green Bay Request for Quotes for Architectural & Engineering Services, Phase 2 Engineering, JBS Subdivision/Urban Farm/Park & VT Pride Park.
3. The Urban Farm Barn shall accommodate the NWTC+GBAPS proposed conceptual programs in an email dated April 3, 2023.
4. The total duration of the project conception through documentation is 22 weeks.
5. The provided fee is based on a contiguous 6-month construction period for the Community Building.
6. Include one (1) passenger elevator.
7. Changes after the Final Schematic Designs are limited in scope pertaining to construction costs management only.
8. All engineering services are provided by others.

ADDITIONAL SERVICES

All additional services, including revisions, meetings and requests not scheduled above, are to be billed at additional hourly rates as follows:

Principal	\$260/hr
Sr Project Manager	\$200/hr
Architect	\$156/hr
Interior Architect/Design Arch II	\$122/hr
Sr Designer	\$122/hr
Interior Designer	\$110/hr
Arch Designer	\$ 95/hr
Admin/Intern	\$ 75/hr



JBS Redevelopment Site

Final Concept Plan

Presentation to the City of Green Bay Redevelopment Authority
August 17, 2023



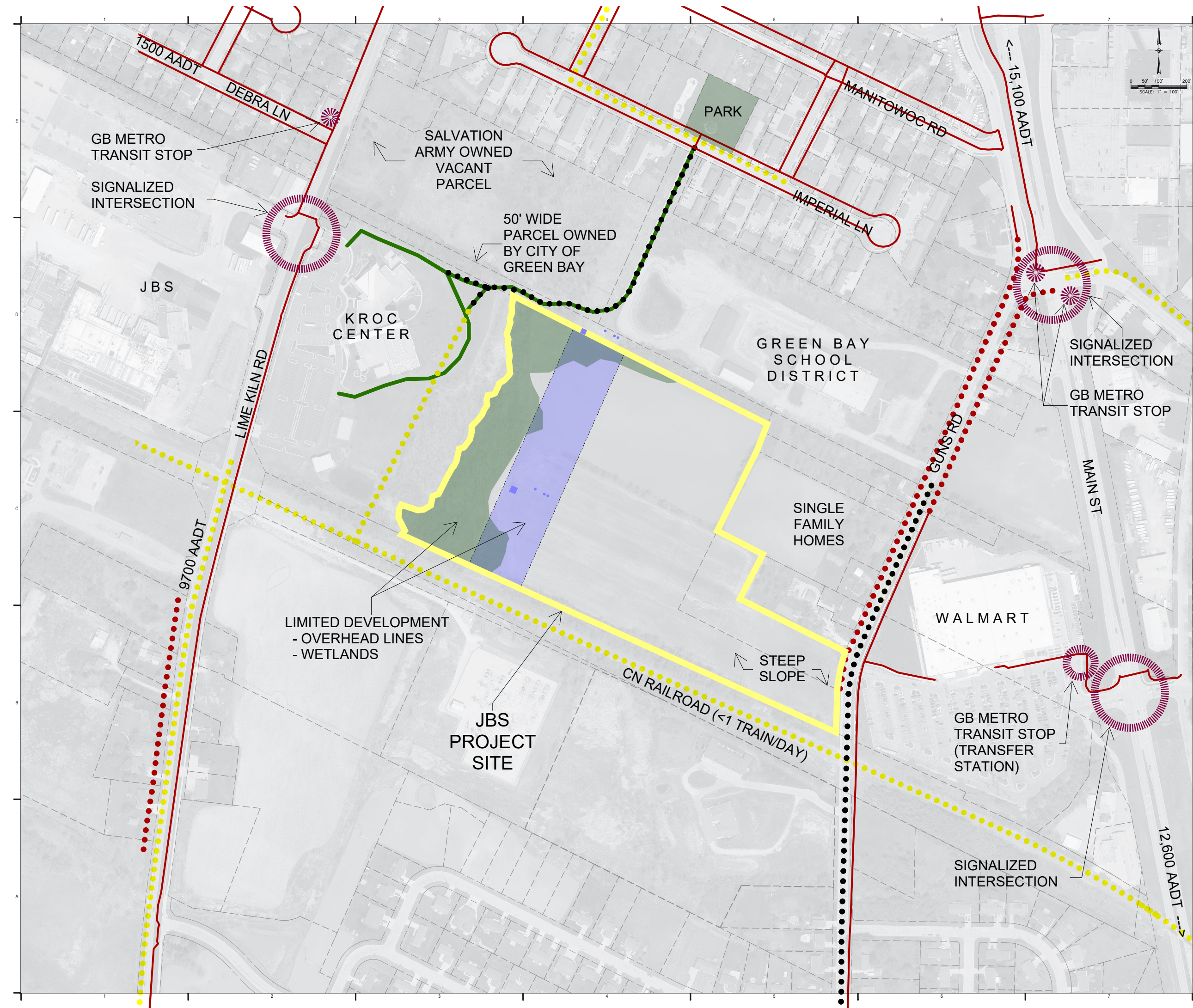
Project Location

Where we started...



Project Context

Where we started...



Aspirations



What we
heard...

MULTI-CULTURAL. **AUTHENTIC.** Diverse.
Multi-generational. **INCLUSIVE.** Active.
Destination. **Fun!**

“Cultures and climates differ all over the world,
but people are the same.
They'll gather in public if you give them
a good place to do it.

-Jan Gehl

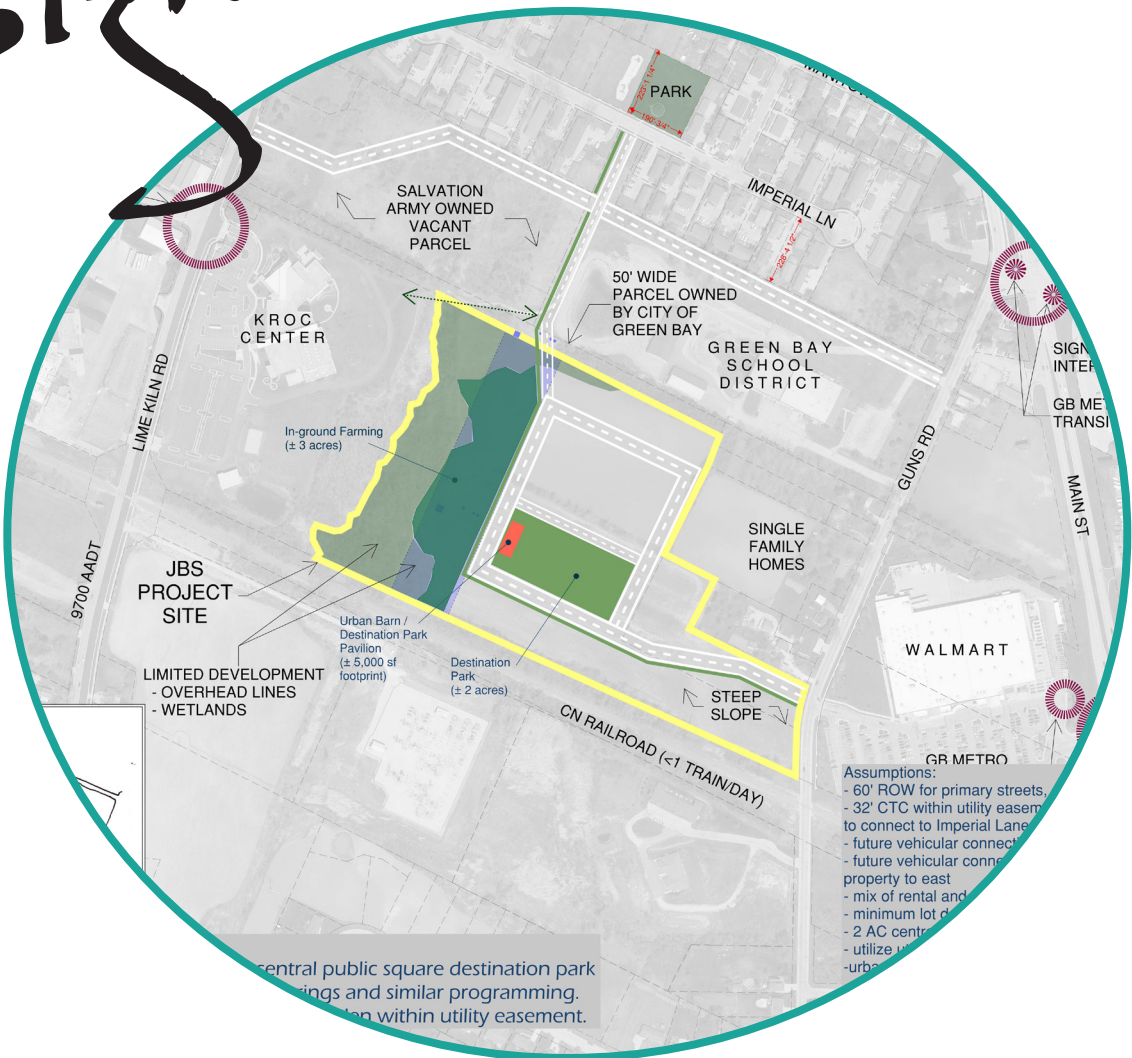
Foundation

What we designed...



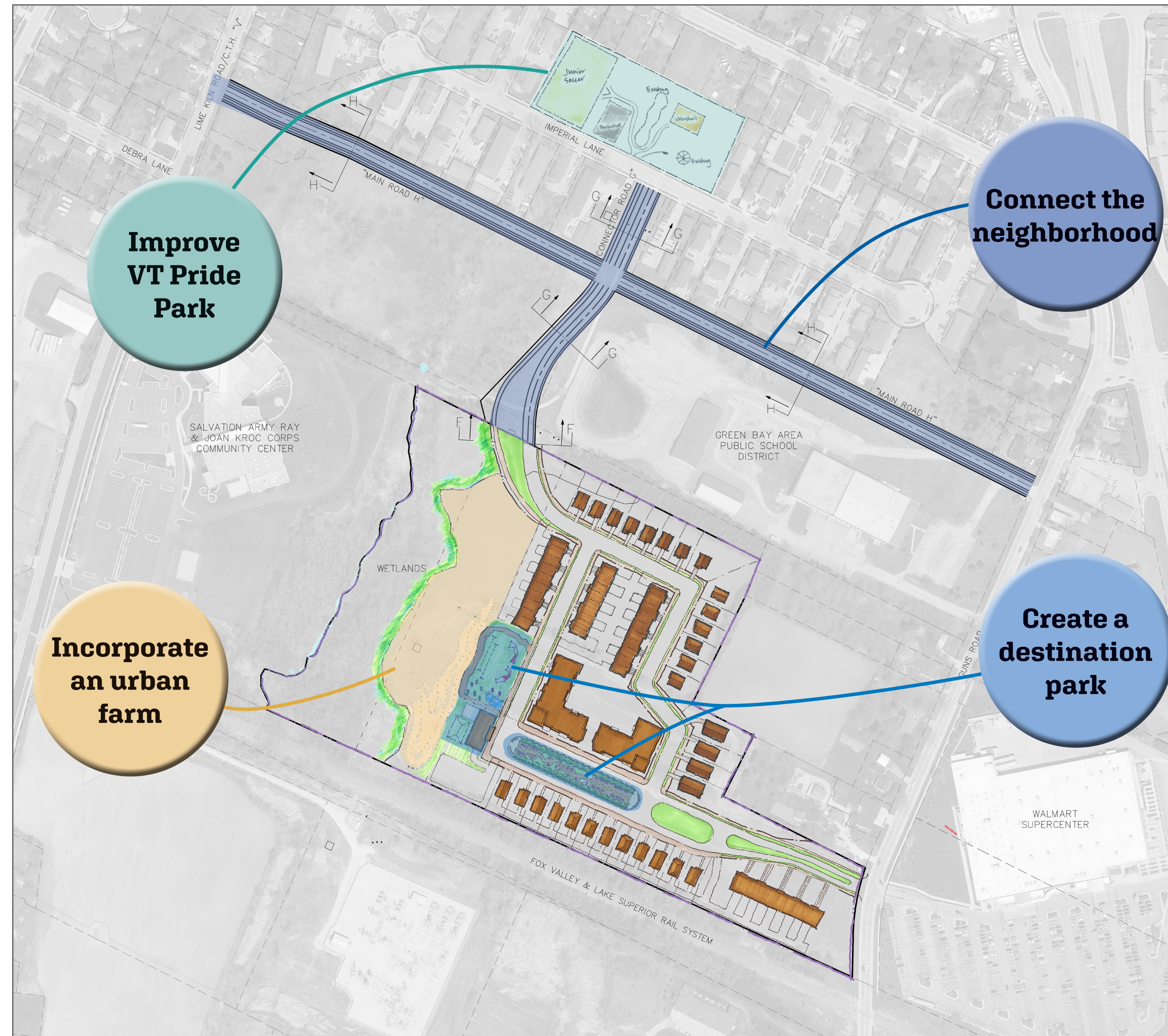
The final concept plan overall organization was centered on a park within a grand social boulevard...

...anchored by an all-ages activity zone.



The Concept Plan

What we designed...



The Concept Plan

What we designed...



The Concept Plan imagined a neighborhood of interconnected streets, within the site and beyond, linking the site to the rest of the Imperial Pride neighborhood.



The foundation of the concept is the robust inclusion of a variety of social spaces for all ages and backgrounds.



The design of the neighborhood itself—the streets and blocks—were meant to allow for flexibility in the ultimate development of the homes. The intention is to include a variety of rental and owner-occupied housing suitable for singles, couples, families, and extended families.



The boulevard is anchored by the community building and a custom activity zone for multi-generational fun.



An urban farm utilizes the shared community building and the land adjacent for in-ground farming, further highlighting the JBS site as a city-wide destination.

The Concept Plan

The data below summarizes the housing illustrated on "The Concept Plan"

Single family and townhomes with apartments.

	Density Ranges	Unit Count	
		Lower Density	Higher Density
30% Single Family	4-8 DU/AC	27	54
30% Townhomes	8-12 DU/AC	36	54
40% Low Density Apartments	10-30 DU/AC	38	75
Totals	15-18 DU/AC	101	183



what we
designed...

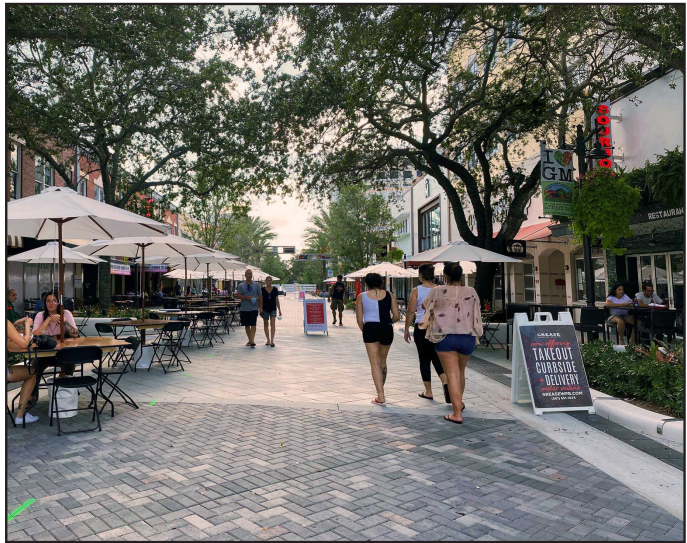


The Concept Plan

The Grand Boulevard

The Grand Boulevard, a linear park: welcoming social spaces for all.

what we designed...



Specialty paving



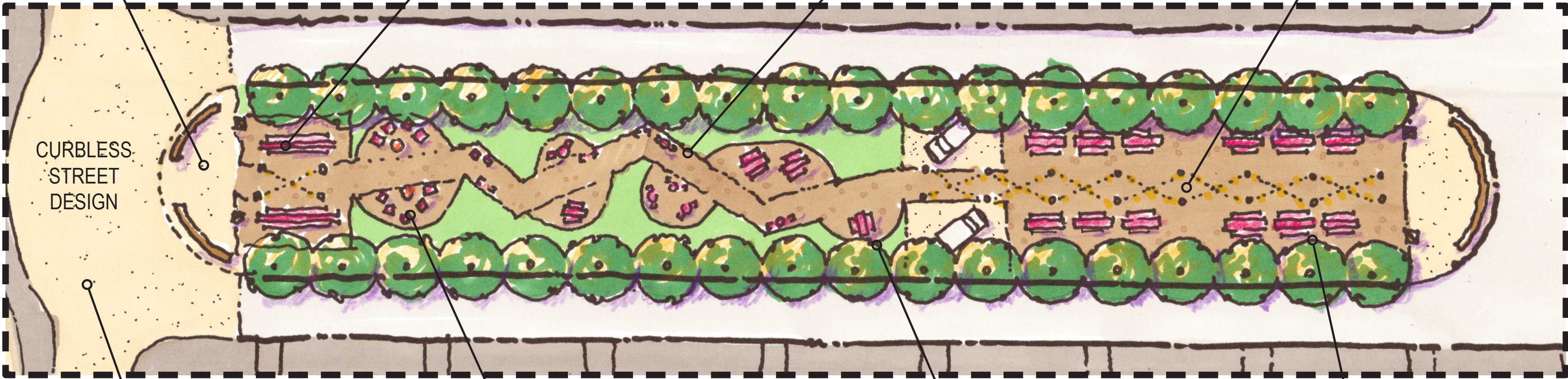
Front porch style swings



Art lighting



Festoon lights



CURBLESS STREET DESIGN

Specialty paving

Fire pits

Picnic groves

Tables & chairs



The Concept Plan

What we designed...

The Activity Zone

The Activity Zone: a place for all ages to get active and have fun.





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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.I

To approve the request by CH Robinson to enter into a rental agreement for sixty (60) stalls in River Ramp, in association with their space in the FEWI Building.

BACKGROUND

River Ramp is owned by FoxConn and operated by Parking Division under agreement. FoxConn pays a nominal ramp operating fee to Parking Division. Parking Division is authorized by FoxConn to retain all rental revenue to offset its operating costs.

RECOMMENDATION

Approve and effectuate parking rental agreement with CH Robinson for sixty (60) spaces in River Ramp.

FISCAL IMPACT

Maintains positive revenue stream for Parking Division.

ATTACHMENTS

- I. 2023 Parking Agreement - River Ramp rental agreement - CH Robinson UNSIGNED

PARKING RENTAL AGREEMENT
RIVER RAMP
C.H. Robinson Company, Inc.

This PARKING AGREEMENT is made this ____ day of August 2023 by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation (“CITY”), and C.H. Robinson Company, Inc. (“LESSEE”).

1. CITY hereby agrees to provide sixty (60) parking spaces in River Ramp for LESSEE. Ten (10) of the stalls shall be signed as reserved exclusively for use by LESSEE. The remaining stalls shall be available to LESSEE Monday to Friday from 7:00 AM to 6:00 PM, and available for others to use after 6:00 P.M.

2. The number of spaces rented may be adjusted up or down by LESSEE, dependent on LESSEE needs and availability of space in the ramp. LESSEE shall be responsible for notifying CITY of any changes in the number of spaces required for each upcoming month, which notification may be made verbally if confirmed in writing, or by electronic mail. If CITY does not receive notification by the first (1st) day of the month from LESSEE regarding number of parking spaces required, then the CITY will invoice for the number of parking spaces invoiced the prior month. The City of Green Bay Parking Division group rental rate structure shall be used to determine the per space rental rate.

3. CITY reserves the right to temporarily substitute parking spaces in River Ramp for parking spaces in other CITY parking facilities located within a four (4) block radius of the 115 Pine Street building in Green Bay, Wisconsin under adverse circumstances. Relocation of parking spaces could result from issues such as ramp maintenance, renovation, repair, or other circumstances that render all or part of the ramp unsafe or temporarily unusable. Whenever possible, CITY will provide ten (10) days advance written notice to LESSEE for relocation of parking spaces pursuant to this section.

4. LESSEE shall have the right to relocate some or all parking spaces to another CITY ramp upon written request to the CITY, depending on available space. If this occurs, rental rate shall be adjusted depending on the parking rates in each individual ramp at the time of the change. Total number

of spaces rented in multiple ramps will be used to calculate any applicable volume discount rate at each individual facility.

5. This agreement shall commence on September 1, 2023, and remain in effect through August 31, 2028. LESSEE shall have the allowance to extend the agreement for one (1) additional five-year term upon written notice.

6. For the period of September 1, 2023, through December 31, 2023, LESSEE shall pay to CITY the established volume parking rate for sixty (60) parking spaces of \$4,829.16 (60 spaces x \$76.29 per space plus applicable sales tax). Rental rates are subject to change annually. Notice of rate adjustment shall be given by CITY to LESSEE prior to the beginning of each year.

7. Regular payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to payment of the monthly rental fee set forth above. Failure on the part of LESSEE to make payment in accordance with the terms of this agreement, with such failure continuing for more than three (3) business days after having been notified by CITY of such failure to pay, shall cause this agreement to terminate and to be null and void; and CITY may enter upon and expel LESSEE from said premises forthwith, including issuance of parking citations without permission of vehicle owner. LESSEE shall have the allowance to be invoiced for parking spaces monthly, quarterly, semi-annually or annually upon request to CITY.

8. It is understood and agreed by and between both parties that all parking spaces provided hereunder shall be used only for the purpose of parking vehicles associated with occupancy of LESSEE space and shall not be sublet to a third party.

9. LESSEE shall indemnify and hold harmless the CITY from any and all damage, loss, or liability of any kind whatsoever arising out of the use of rented space. LESSEE hereby agrees to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any

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

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

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

10. This agreement shall remain in effect until such time as LESSEE confirms in writing their intention to CITY to terminate the agreement. Unless otherwise specified in this agreement, all notices shall be in writing and sent to:

CITY: City of Green Bay Parking System Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301
gbparking@greenbaywi.gov

LESSEE: C.H. Robinson Company, Inc.
115-5 Pine Street
Green Bay, WI 54301
matt.schaub@chrobinson.com

Any notice sent by overnight delivery shall be deemed to have been received the next business day after deposit with the carrier. Any notice given by hand delivery or email shall be

deemed delivered on receipt.

11. This agreement may be assigned to another LESSEE party, LESSEE's mortgagee, or purchaser of LESSEE's property provided, however, that this provision shall not be construed to extend any rights, duties, privileges, or benefits to such assignee beyond those specifically contained herein. LESSEE shall notify CITY in writing of any assignment hereof within thirty (30) days of such assignment.

LESSEE shall be free to assign this agreement, without need for CITY's consent, to any entity wholly owned by LESSEE. Any other assignment of this agreement other than to LESSEE's mortgagee or purchaser shall require the written permission of the CITY, which permission shall not be unreasonably held.

Any assignment shall not relieve LESSEE of an outstanding obligations or duties under this agreement, including payments of rent on parking spaces prior to assignment of the agreement to others.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the last date listed below.

CITY OF GREENBAY

Dated: _____, 2023

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, City Clerk

C.H. ROBINSON COMPANY, INC

Dated: _____, 2023

By: _____
Matt Schaub, Vice-president
North American Surface Transportation



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.2

To hold the request by HCW, LLC and Baylake Food Court Real Estate, LLC to enter into a rental agreement for fifty (50) stalls in Cherry Street Ramp, in association with condominium development in the Baylake City Center Building.

BACKGROUND

River Ramp is owned by FoxConn and operated by Parking Division under agreement. FoxConn pays a nominal ramp operating fee to Parking Division. Parking Division is authorized by FoxConn to retain rental revenue to offset its operating costs. DRAFT agreement attached (PENDING).

RECOMMENDATION

Approve and effectuate parking rental agreement with HCW, LLC and Baylake Food Court Real Estate, LLC for fifty (50) spaces in River Ramp.

FISCAL IMPACT

Maintains positive revenue stream for Parking Division.

ATTACHMENTS

- I. 2023 Parking Agreement - HCW Baylake Building FINAL-UNSIGNED

PARKING RENTAL AGREEMENT
BAYLAKE CITY CENTER CONDOMINIUMS
(Units 120, 170, 210, 220, 230, 240, 250, 260 and 270)

This PARKING AGREEMENT is made this ____ day of August 2023 by and between the CITY OF GREEN BAY, WISCONSIN, a municipal corporation (“CITY”), and HCW, LLC, a Wisconsin limited liability company, and BAYLAKE FOOD COURT REAL ESTATE LLC, a Wisconsin limited liability company (collectively, “LESSEE”).

1. CITY hereby agrees to provide parking spaces in the Cherry Street Ramp for LESSEE in association with Units 120, 170, 210, 220, 230, 240, 250, 260 and 270 located at 301 North Adams Street. The number of spaces rented may be adjusted up or down by LESSEE, dependent on LESSEE needs and availability of space in the ramp. LESSEE shall be responsible for notifying CITY of the number of spaces required for the upcoming month, which notification may be made verbally if confirmed in writing, or by electronic mail. If CITY does not receive notification by the first (1st) day of the month from LESSEE regarding number of parking spaces required, then the CITY will invoice for the number of parking spaces invoiced the prior month. The City of Green Bay Parking Division group rental rate structure shall be used to determine the per space rental rate.

2. CITY reserves the right to temporarily substitute parking spaces in the Cherry Street Ramp for parking spaces in other CITY parking facilities located within a four (4) block radius of the 301 North Adams Street building in Green Bay, Wisconsin under adverse circumstances. Relocation of parking could result from issues such as ramp renovation, repair, construction, or other circumstances that render all or part of the ramp unsafe or unusable. When possible, CITY will provide ten (10) days advance written notice to LESSEE for relocation of parking spaces pursuant to this section.

3. LESSEE shall have the right to relocate some or all parking spaces to Pine Street Ramp upon written request to the CITY, depending on available space in Pine Street Ramp. If this occurs, rental rate shall be adjusted depending on the parking rate at each facility at the time of the change. Total number of spaces rented in multiple ramps will be used to calculate any applicable volume discount rate

in each individual ramp.

4. This Agreement shall commence on such date (“Commencement Date”) as set forth by written notice from LESSEE given at least thirty (30) days advance notice to CITY. The Agreement shall remain in effect from the Commencement Date until December 31, 2028, with allowance for three (3) additional five-year extensions through December 31, 2043. Agreement extensions shall be effectuated automatically, subject to the CITY and LESSEE’s ability to terminate this Agreement as set forth in Section 9 below. In the event the LESSEE does not provide notice of Commencement Date, this Agreement shall be null and void and of no further force or effect.

5. If the Commencement Date occurs before December 31, 2023, LESSEE shall pay to CITY the established volume parking rate for fifty (50) parking spaces of \$4,024.30 (50 spaces x \$76.29 per space plus applicable sales tax). If the Commencement Date occurs after December 31, 2023, LESSEE shall pay to CITY the established parking rate for the corresponding year. Rental rates are subject to change annually. Notice of rate adjustment shall be given by CITY to LESSEE prior to December 31st of each year.

6. Regular payments are due on or before the first of each month. It is understood and agreed by and between the parties that time is of the essence with respect to payment of the monthly rental fee set forth above. Failure on the part of LESSEE to make payment in accordance with the terms of this Agreement, with such failure continuing for more than three (3) business days after having been notified by CITY of such failure to pay, shall result in the immediate termination of this Agreement; and CITY may enter upon and expel LESSEE from said premises forthwith, including issuance of parking citations without permission of vehicle owner.

7. It is understood and agreed by and between both parties that all parking spaces provided hereunder shall be used only for the purpose of parking vehicles associated with occupancy of LESSEE building and shall not be sublet to a third party.

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

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

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

9. The CITY or LESSEE may terminate the Agreement by submitting a 30-day written notice to the other Party. Unless otherwise specified in this Agreement, all notices shall be in writing and sent to:

CITY: City of Green Bay Parking System Division
100 North Jefferson Street, Room 300
Green Bay, WI 54301
gbparking@greenbaywi.gov

LESSEE: HCW, LLC and Baylake Food Court Real Estate LLC
340 North Broadway, Suite 460
Green Bay, WI 54303
pbelschner@basecompaniesllc.com

Any notice sent by overnight delivery shall be deemed to have been received the next business day after deposit with the carrier. Any notice given by hand delivery or email shall be deemed delivered on receipt. The LESSEE is responsible for the payment of all fees incurred prior to termination. In the event that termination results in a partial month of occupancy, no refund or discount will be issued by CITY. This Agreement may be assigned to another LESSEE party, LESSEE's mortgagee, or purchaser of LESSEE's property provided, however, that this provision shall not be construed to extend any rights, duties, privileges, or benefits to such assignee beyond those specifically contained herein. LESSEE shall notify CITY in writing of any assignment hereof within thirty (30) days of such assignment.

LESSEE shall be free to assign this Agreement, without need for CITY's consent, to any entity wholly owned by LESSEE. Any other assignment of this Agreement other than to LESSEE's mortgagee or purchaser shall require the written permission of the CITY.

Any assignment shall not relieve LESSEE of any outstanding obligations or duties under this Agreement, including payments of rent on parking spaces prior to assignment of the Agreement to others.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date listed below.

SIGNATURE PAGE FOLLOWS

CITY OF GREENBAY

Dated: _____, 2023

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, City Clerk

HCW, LLC

Dated: _____, 2023

By: _____
Paul B. Belschner, Authorized Member

**BAYLAKE FOOD CURT REAL ESTATE
LLC**

Dated: _____, 2023

By: _____
Paul B. Belschner, Authorized Member



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.3

To refer to staff the request by Ald. Grant to require staff to send a letter to residents who will have financial contribution to new sidewalks included in the City's Capital Improvement Program (held over from the July 26, 2023 Improvement & Services meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.4

To approve the request by Ald. Hutchison, on behalf of Mike Miksch, 426 Easy Street, to have sidewalk ordered along the south side of Sitka Street, between Robert Lane and McAuliffe Heights Trail, at all locations where sidewalk does not currently exist and to include the project in the 2024 Capital Improvement Program.

BACKGROUND

Sitka Street was reconstructed from Superior Road to Ontario Road in 2020. During the reconstruction, DPW staff consulted with Department of Community and Economic Development (DCED) staff to determine the need for sidewalks along Sitka. Staff determined that under current zoning ordinance, sidewalk would be required on one side of Sitka Street, and that service along the south side of Sitka Street would be the preferred alternative. Following past practice, sidewalks are required to be installed as property is developed.

A significant number of properties have now been developed along the south side of Sitka Street, and there are a number of lots where homes existed prior to the reconstruction of Sitka Street. Residents in the area have noticed an increase in pedestrian activity, accompanied by an increase in vehicular traffic on Sitka Street, resulting in a perceived unsafe situation placing pedestrians in proximity to the vehicles.

RECOMMENDATION

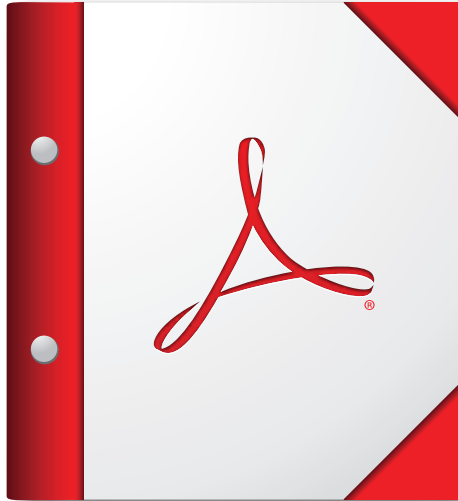
Staff recommends Common Council order any remaining sidewalks not yet installed on the south side of Sitka Street between Robert Lane and McAuliffe Heights Trail to be installed.

FISCAL IMPACT

The project is expected to result in a City expenditure of approximately \$155,000. Additionally, sidewalk will be assessed against 2 currently vacant properties. The financial impact is expected to be approximately \$41,000 to the two currently vacant properties.

ATTACHMENTS

- I. Sitka Sidewalk



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.5

To approve the request by Ald. Mark Steuer 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 and to work with Community & Economic Development to determine the funding mechanism for the project (held over from the July 26, 2023 Improvement & Services meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. M review comments TIA Hinkle St Area Development.djah



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: Mayor Eric Genrich
Director Steven Grenier, P.E.
Garritt Bader, GB Real Estate Investments, LLC
Michael May, P.E., PTOE, Traffic Analysis & Design, Inc.
John Bieberitz, P.E., PTOE, Traffic Analysis & Design, Inc.

From: Traffic Engineer David J.A. Hansen, P.E., PTOE

Re: Review Comments, Conclusions, and Recommendations
Traffic Impact Analysis (TIA)
Hinkle Street Area Development

Date: Wednesday, June 22, 2022

This memorandum serves as review comments to the TIA document submitted on February 10, 2022.

PREFACE

As stated during the IR review, the city did not request a TIA for this development. Rather, Mr. Bader requested it. Any results from the TIA are for informational purposes only.

TIA's are typically based on conceptual site design and roadway improvements. Over the years we have received proposed layouts for this subject site that are not buildable since they did not meet city and other professional design standards. We would like some assurance that the proposed layout will meet or exceed ordinance, code, and engineering design standards.

TIA REVIEW COMMENTS

1. Page 1, PART B, EXECUTIVE SUMMARY, B1 Study Area
 - a. The Hinkle St and S Frontage Rd intersection has three approaches (E, W, and N) and one driveway (S). Since all driveways by state statute must yield right-of-way to all public streets, and that the N approach has no control, this T-intersection is technically an EB/WB two-way stop condition, not three-way. Also referenced in other parts of the study. Modify accordingly.
2. Page 6, PART B, B7 Recommended Modifications, Mason Street & Hobart Drive, Scenarios B&C
 - a. The city approved of a driveway spacing policy that was derived from principles in the WisDOT functional area calculation. It was codified in our municipal ordinances as Sec.

44-1698 (Access distance from intersections). The city simplified the functional area calculation to the values which are shown in Table 1.

Table 1 – City of Green Bay Functional Area for Driveways

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

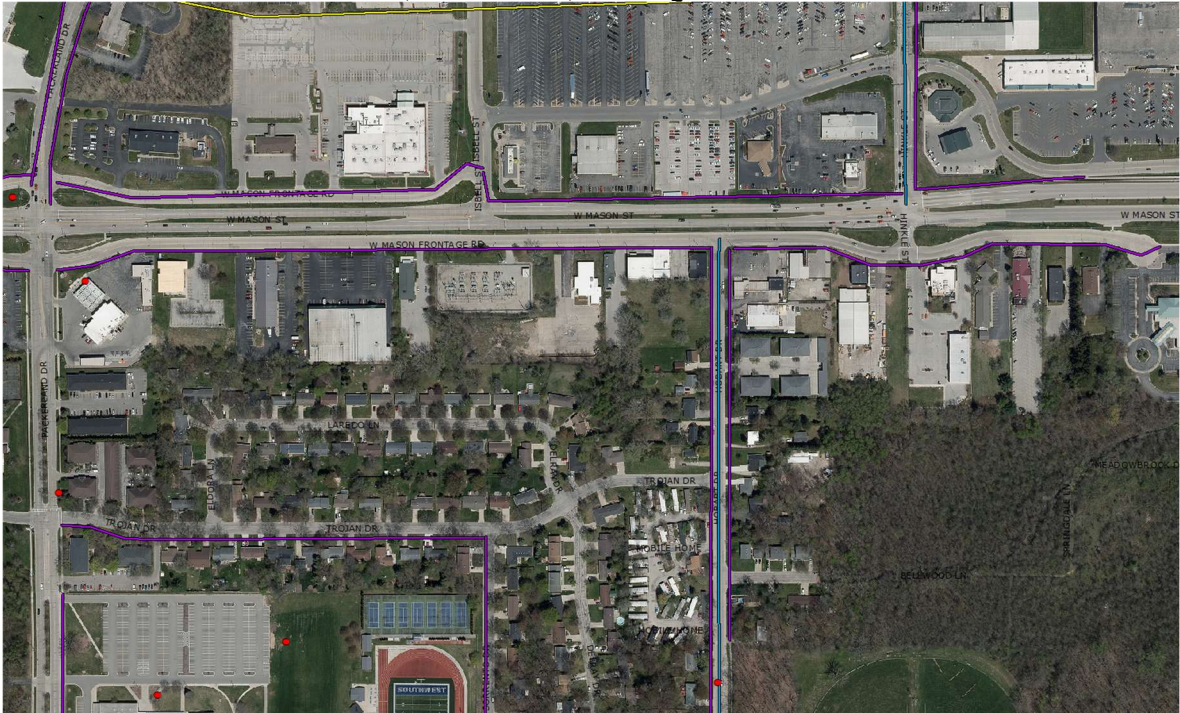
Any proposed driveways within the functional area, regardless of forecasted queue lengths, are not allowed. However, street intersections are not included in this ordinance. Rather, they are evaluated against approved corridor plans such as the Military Avenue Corridor Plan adopted in 2009. Evaluation of existing corridor plans is stipulated in the city's Smart Growth Plan 2022. If no such plan has been adopted, then staff would evaluate on a case-by-case basis. The West Mason Street corridor does not have an adopted corridor plan, so an evaluation of other agencies access management policies relative to access to principal arterials was conducted and is summarized below.

1. WisDOT – For a rural principal arterial intersecting a major collector, the recommended spacing between access points is one mile. If the intersecting street is a minor collector, the spacing is 2,000 feet.
2. VDOT – For a principal arterial with four through lanes, signalized intersections should be spaced no closer than 0.50 mile (2,640 ft) and intersections should be spaced no closer than 0.25 mile (1,320 ft).
3. Genesee Transportation Council (Rochester, New York regional) – When an arterial intersects with a collector, the recommended intersection spacing is 0.50 mile (2,640 ft) or greater.
4. Grand Junction, Colorado – For principal arterials, signalized intersections shall be spaced at one-half mile intervals. Unsignalized intersections must be T-intersections spaced at least 600 feet apart, measured centerline to centerline. Unsignalized four-legged intersections may be allowed on arterial streets; provided, that the design of the intersection precludes left turns onto and through movements across the arterial. If the overlap of left-turn storage requirements for two T-intersections exceeds 600 feet, the minimum spacing must be increased to provide adequate left-turn storage in both directions.

5. FDOT – Median opening spacing for directional access (right-in, right-out, left-in) along a principal arterial is 1,320 ft. Minimum signal spacing is 2,640 ft. Minimum driveway spacing is 660 ft when the posted speed is 45 mph or less.
 - b. Both Hobart Dr and Hinkle St are classified as collectors. If Hobart Dr was extended to W Mason St, this would result in two collectors spaced 574 feet along a principal arterial.
3. Page 11, PART A, A3 Site Plan
 - a. The NW Driveway and NE Driveway are proposed not to be connected but will have cross-access closer to W Mason St. This effectively makes it more difficult for through traffic to travel between Hobart Dr and Hinkle St, which is favorable.
4. Page 12, PART A, A3.2 Description of Analysis Scenarios, All Scenarios
 - a. Since the Realigned Frontage is proposed to carry public traffic to the east end of the existing W Mason St Frontage Road, it would need to be designed and ultimately dedicated as a public street with characteristics compliant with city ordinance, zoning code, and engineering standards including the appropriate right-of-way width. All scenarios are proposed with the Realigned Frontage. ***If the Realigned Frontage cannot be built to these standards, all proposals recommended in this study will be rejected.*** The only other way to rectify this issue would be to create the Backage Road and create access to all properties that currently are serviced via the W Mason St Frontage Road.
5. Page 12, PART A, A3.2 Description of Analysis Scenarios, Scenario A
 - a. Realigned Frontage West would need to be built to city standards as described in Item 4a.
6. Page 12, PART A, A3.2 Description of Analysis Scenarios, Scenario B
 - a. Other than to provide access to the W Mason St Frontage Road west of Hobart Dr, I'm not quite sure the need for an access point to W Mason St. I would expect eastbound frontage road motorists approaching Hobart St to make U-turns southbound to northbound to get around the median and to access eastbound W Mason St. This is not a favorable traffic condition. A frontage road cul-de-sac at Hobart St may be more appropriate while removing the right-in right-out left-in access.
7. Page 12, PART A, A3.2 Description of Analysis Scenarios, Scenario C
 - a. Adding a fourth approach to the Mason-Isbell intersection would require a westbound left turn lane regardless of forecasted levels of service. W Mason St is a principal arterial, and all turning movements require dedicated turn lanes.
 - b. I have my doubts that geometrically you can make the fourth approach work, as right-of-way would be tight given its proximity to the WPS substation just south of the intersection, and grade differences between the frontage road and W Mason St are significant. Horizontal curves likely wouldn't meet design speed requirements.
 - c. The Isbell St traffic signal would require significant upgrades, likely a full replacement due to the age of the signal system, with the proposed improvements. This cost would be the responsibility of the developer and could cost over \$200,000.
8. Page 12, PART A, A3.2 Description of Analysis Scenarios, Scenario D
 - a. Same comment as Item 6 for Scenario B.
9. Page 12, PART A, A3.2 Description of Analysis Scenarios, Scenario E
 - a. Same comments as Item 7 for Scenario C.
10. Page 14, PART D, D1 Study Area Roadways
 - a. Provide the roadway classification of each street.

11. Page 14, PART D, D2 Bicycle and Pedestrian Accommodations

- a. Provide a list of recommended bicycle and pedestrian accommodations within the study area from the city's Safe Walk & Bike Plan. Recommendations include:
 - i. W Mason St – Sidewalk, both sides (south side is on the south side of frontage road).
 - ii. Hinkle St – Bike lanes, and east side sidewalk
 - iii. Hobart Dr – Sidewalk, both sides, and signed route shared lanes.



- b.
- c. The noted bike and ped recommendations would need to be incorporated into any proposed roadway design and reconstruction since the plan was adopted by our Common Council.
- d. Although Hinkle St is not shown on the bike-ped plan south of W Mason St, any extension of the road would require bike lanes and sidewalk on both sides.

12. Exhibit 5-3A, Scenario A Build Traffic Operations & Queues with Modifications

- a. Scenario A is the alternative requested by the city. All movements are forecasted to operate at a LOS D or better with the proposed improvements (adding NB right-turn overlap phase to Mason-Hinkle and modifying roads per Exhibits 1-3A and 1-4A).

13. Exhibit 5-7, IHSDM Analysis: Predicted Crashes by Intersection

- a. Scenario B Crash Sums are only correct when comparing the three intersections of Mason-Hinkle, S Frontage Rd-Hinkle, and S Frontage Rd-Hobart because the W Mason St & Hobart Dr intersection was not included. Once that intersection is included, the updated values of Scenario B Totals are 23.159 (Fatal & Injury Crashes), 50.525 (Property Damage Only Crashes), and 73.684 (Total Crashes).
- b. Given the updated sums, Scenario B has about the same Fatal & Injury Crashes (A=23.256 vs. B=23.159) and higher Property Damage Only Crashes and Total Crashes (A=47.404 vs. B=50.525, and A=70.660 vs. B=73.684), meaning Scenario A is safer than Scenario B.

14. PART B, CONCLUSION, Paragraph 2

- a. Since Item 13 shows that Scenario B is forecasting more crashes than Scenario A, modify this paragraph to reflect the revised crash summary.

CONCLUSIONS BASED ON TIA COMMENTS AND RESEARCH

1. Scenarios B through E include a Hobart Dr connection to W Mason St, resulting in two arterial-collector intersections that would be separated by 574 feet.
2. The city does not have a W Mason St corridor plan. Therefore, I conducted an evaluation of access management policies of five transportation agencies including WisDOT. None of them allow two collector intersections spaced 574 feet apart along a principal arterial. The average acceptable spacing is 1,576 feet.
3. W Mason St is connecting highway STH 54 and is a principal arterial.
4. After correcting the summing error found in the crash summary, the total crashes and property damage only crashes in Scenario B are greater than in Scenario A.
5. Hobart Dr should not intersect with W Mason St due to the proximity of two collectors, Hobart Dr and Hinkle St, along a principal arterial, W Mason St.
6. Scenario A is the only alternative that excludes a Hobart Dr connection to W Mason St, therefore is the only plausible option to continue evaluating.
7. Scenario A results in acceptable Levels Of Service (LOS) with the report upgrade recommendations.
8. Realigned Frontage is proposed to carry public traffic to the east end of the existing W Mason St Frontage Road.
9. Realigned Frontage, if constructed, would need to be designed and ultimately dedicated as a public street with characteristics compliant with city ordinance, zoning code, and engineering standards including the appropriate right-of-way width.
10. Creating a fourth approach to Isbell St will have extraordinary engineering challenges and associated high costs.
11. The impacted roadways have recommended bicycle and pedestrian upgrades per the city's Safe Walk & Bike Plan that were excluded from TIA recommendations and should be added to be compliant with that plan.

RECOMMENDATIONS

1. Do not extend Hobart Dr to W Mason St.
2. Discard Scenarios B through E from consideration.
3. Continue exploring options with Scenario A which would include:
 - a. Designing a roadway network compliant with city ordinance, zoning code, and engineering standards including the appropriate right-of-way width.
 - b. Bicycle and pedestrian features compliant with the city's adopted Safe Walk & Bike Plan.
 - c. Dedicating Realigned Frontage and Realigned Frontage West as public streets upon meeting the criteria of Recommendation 3a.
 - d. If Realigned Frontage cannot be constructed as compliant, then the Backage Road must be constructed and dedicated with all frontage road parcels connected with access to it.
4. The city should add a northbound right-turn overlap phase to the Mason-Hinkle traffic signal as part of its upcoming signal upgrade project.
5. The city should create a W Mason St corridor plan which addresses access management and the spacing of intersections based on roadway classification and traffic control.



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.6

To hold the request by Ald. Brunette, on behalf of residents on Country Club Road, regarding the plan to include sidewalks on the upcoming Country Club Road reconstruction project.

BACKGROUND

Country Club Road from West Mason Street to Indian Hill Road was last reconstructed in 1985. The pavement is in poor condition and is in need of reconstruction. To this end, DPW staff applied to the Brown County Plan Commission and Wisconsin Department of Transportation (WisDOT) to have this project included in the State Transportation Improvement Program for Local Projects. The project was selected for funding, and in June 2020, Common Council approved a State/Municipal Agreement (SMA) between the City and WisDOT for the reconstruction of Country Club Road.

As part of the SMA, the City agrees to follow State and Federal design criteria. Both the State of Wisconsin and Federal Highway Administration (FHWA) require the design of complete streets for local roads. Complete streets requires the installation of bicycle and pedestrian accommodations as part of the road reconstruction. Sidewalks have been included to the extent practicable along this design segment.

If the City were to offer a pavement design that did not include sidewalks, WisDOT will reject the design, rendering the project ineligible for federal funding. This would amount to the loss of more than \$4 million in federal funding to the City of Green Bay. Additionally, with the way these federal funds are distributed by WisDOT, it is highly unlikely that there are any other projects in the Brown County Metropolitan Planning Organization (MPO) boundary that could utilize the funds made available during the 2025 program cycle. These funds would be moved from Brown County to other areas of the state. It is highly unlikely that this project could be reconsidered, and a decision like this could jeopardize the City's ability to receive similar funding in the future for other projects.

RECOMMENDATION

To receive and place on file the request by Ald. Brunette, on behalf of residents on Country Club Road, regarding the plan to include sidewalks on the upcoming Country Club Road reconstruction project.

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Brunette Request for Country Club Road Sidewalks

From: noreply@civicplus.com
To: [Celestine Jeffreys](#); [Eric Genrich](#); [Amaad Rivera](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Tuesday, August 1, 2023 8:32:30 PM

Alders' Petitions and Communications

Name	Jesse Brunette
Committee Name	Improvement and Services Committee
Text of Communication	For discussion with possible action on the plan to include sidewalks on County Club as part of the upcoming road project.

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



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.7

To accept the 2023 Downtown Parking Study completed by Desman Parking Consultants and direct staff to solicit comments from stakeholders and prepare a list of recommendations for implementation (held over from the July 26, 2023 Improvement & Services meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

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



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.

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

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



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.

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.

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

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

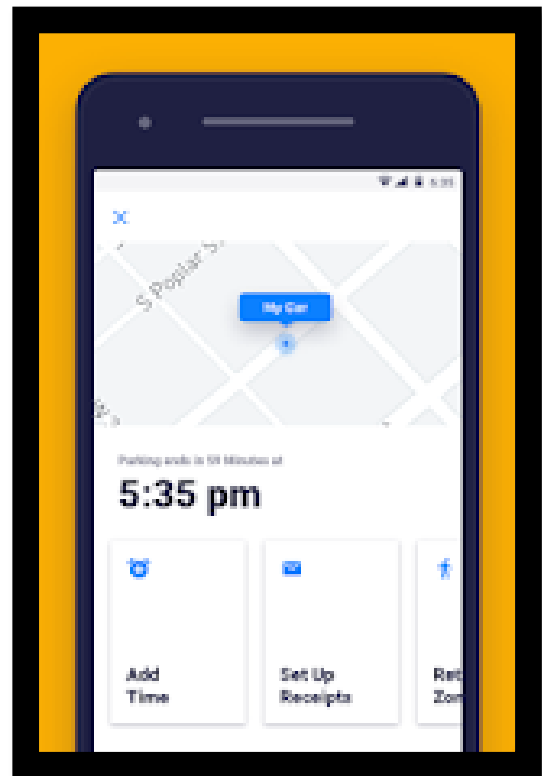
Source 4: City of Green Bay Parking Division

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 wholesale 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	-	-	-
<i>Surface Lot Total</i>		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
<i>Ramp Total</i>		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

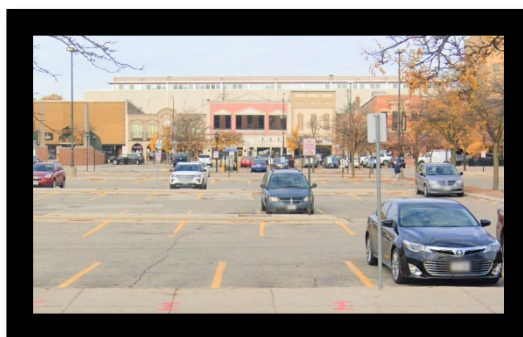
Evident in Table 4 and similar to the on-street occupancy data, the demand for off-street parking is incredibly low in comparison to the supply. The peak parking period occurred at 2:00PM when only 35% of the off-street spaces were occupied.

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.

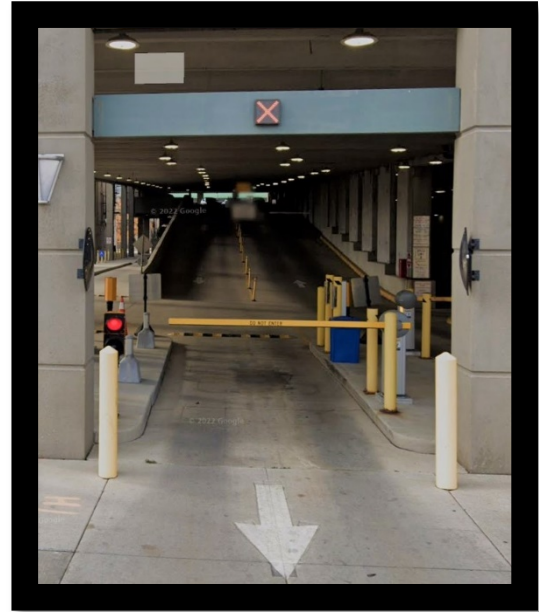
Source 10: City of Green Bay Parking Division

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.

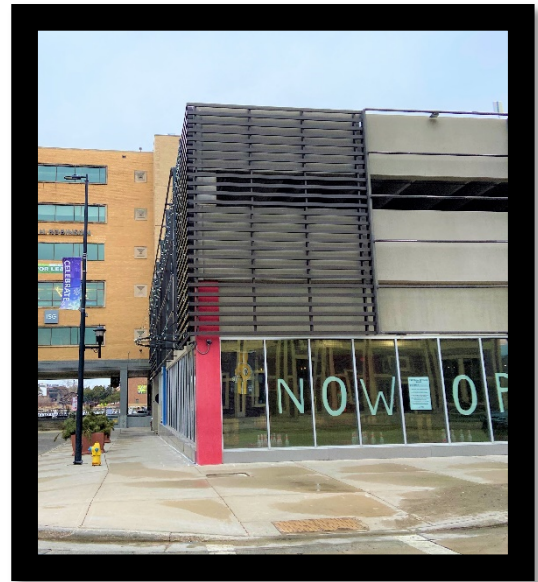
Signage and Wayfinding

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

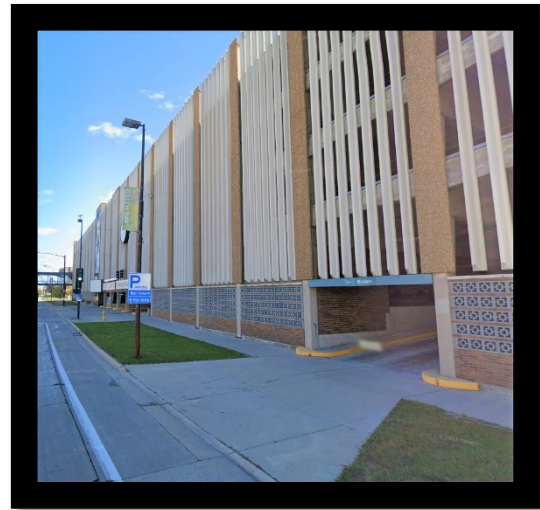
Lot BW is a 118-stall surface lot owned by Pete's Annex, LLC. The lot contains a combination of public metered spaces, employee spaces, business guest spaces, and permit spaces. An agreement between the City of Green Bay and Pete's Annex was formalized in 2018 to authorize the city to install signage 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.

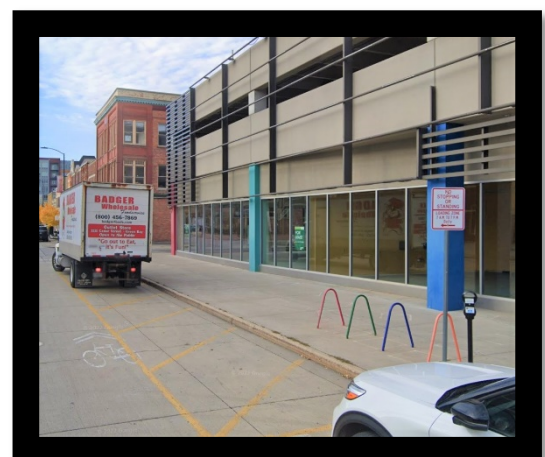
There was some mention of hybrid work and a demand for a discounted permit rate as a result of parking fewer days in the ramps. The reality of hybrid work permits is that it greatly reduces revenue when the peak-demand number of parking stalls still needs to be provided and maintained. It is unfair to 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		17	0		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	50%	23	0	100%	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 Construction	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		63	60
			Lot A Retail	6,606 SQFT		4.00		0	0		13	
			Lot B Residential	290 Units		1.80		0	0		261	
			Lot B Retail	3,999 SQFT		4.00	0%	0	0	50%	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	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 Railroad	419 Donald Driver Way	Under Construction	Residential 1-Bed	151 Units		1.05		159	0		159	0
			Residential 2-Bed	82 Units		1.80		148	0		148	0
			Retail	1,300 SQFT		4.00	100%	5	0	100%	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		65	0		129	0
			Building Two Residential	96 Units		1.00	50%	48	0	100%	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

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 overabundance 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.

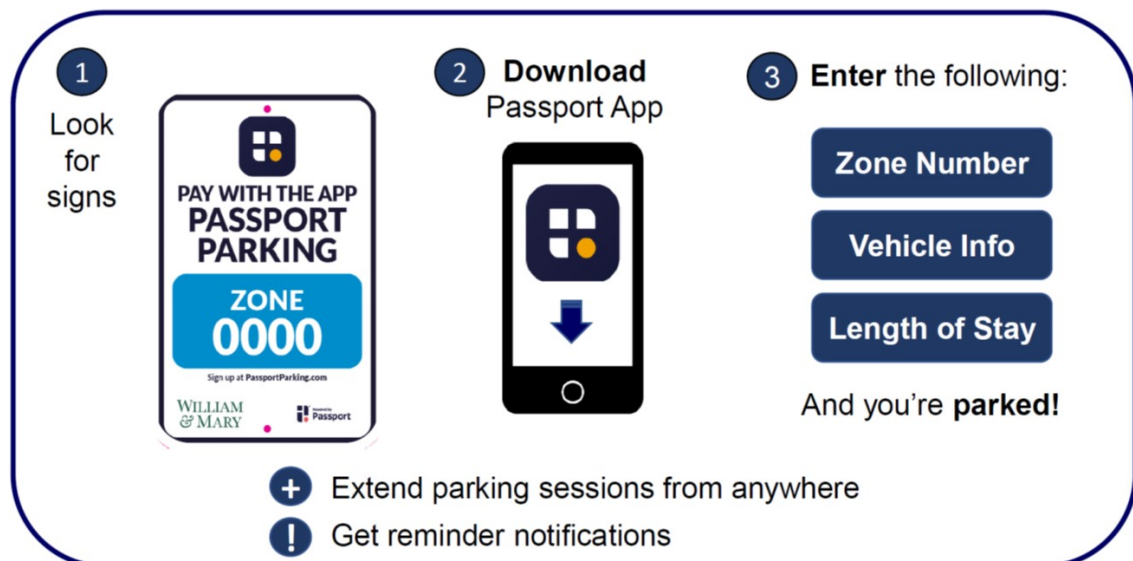
4. Expand On-Street Enforcement to Un-Metered Areas through Passport

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

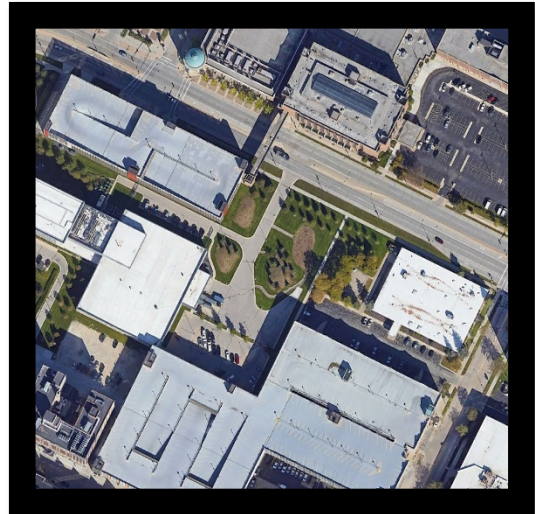
addition to the 901 existing permit holders in the Pine Street Ramp, the total number of permits totals to 1,211. This leaves 632 open spaces for transient parkers. From the data collection periods, the combined peak occupancy only ever reached 750 vehicles. This was even performed during a convention 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: 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%

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.

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.

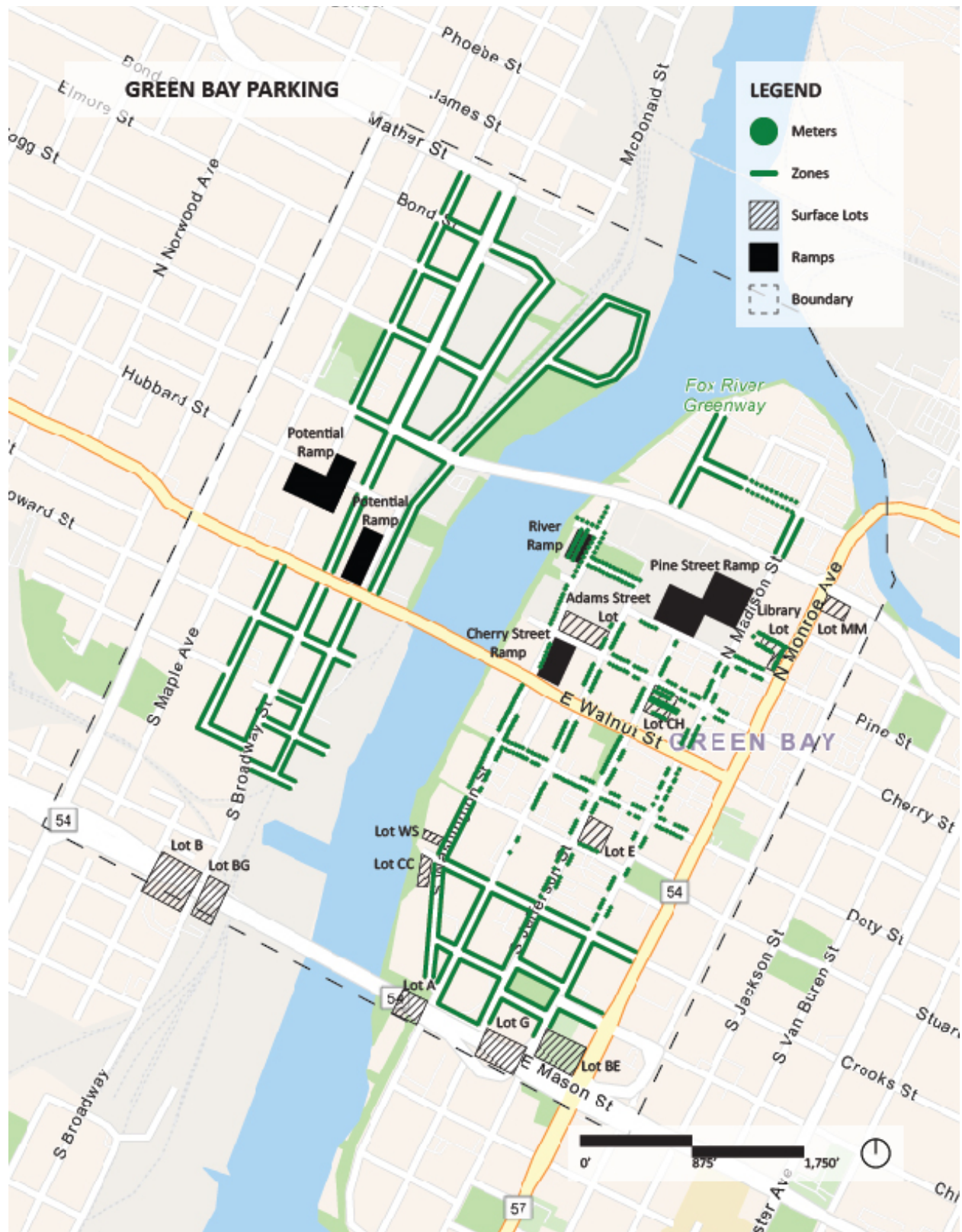
APPENDIX

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.

Issues	Recommendations																				
	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 Concession 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

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.



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.8

To approve the request by Department of Public Works to enter into a Cooperative Purchasing Agreement with KONE Care in the amount of \$129,832.00 for repairs to the Police Station Elevator.

BACKGROUND

The elevator at the Police Station is out of service. As part of the preventative maintenance contract with the City, KONE that the elevators hydraulic cylinder and plunger are in need of replacement. Through Cooperative Purchasing contracts, the City procured a quote from KONE for the repair work.

RECOMMENDATION

The Department of Public Works recommends entering into contract with KONE Cares for repair of the replacement of the Police Station elevator hydraulic cylinder and plunger.

FISCAL IMPACT

Funds for this work were included in the 2023 Capital Improvements Plan.

ATTACHMENTS

- I. Police Elevator Repair Contract Document 7-31-23



Exhibit 4

**KONE Inc. Proposal to Supply Elevator, Escalator, Moving Walkway Maintenance,
Repair, Modernization and Related, Products, Services and Solutions under the U.S.
Communities Program utilizing the Terms and Conditions of the City of Kansas
City Master Contract
(Reference GENRL-EV2516 dated December 1st, 2018)**

The parties hereby agree to be bound to the Terms and Conditions of the City of Kansas City Master Contract (Reference GENRL-EV2516 dated December 1st, 2018) (“Contract”), together with those terms and conditions contained in this Exhibit 4(collectively, “Service Agreement”). In the event of conflict between terms and conditions contained in the Contract and this Exhibit 4, the terms in this Exhibit 4 shall supersede and prevail.

PROPOSED UNITS & EQUIPMENT PRICING:

Location Address	Elevators	Escalators	Other	Pricing
Green Bay Police Department 307 S. Adams Street Green Bay WI 54301 Hydraulic Cylinder and Plunger Replacement State RO # 508417 / Kone Equipment # 20309886				

**KRMS-Elevator Phone Monitoring	Y	N	X
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****Requires execution and completion on the CIS (Customer Information Sheet) before phones can be programmed to KONE.**

APPLICABLE LAW

This Agreement shall be construed and enforced in accordance with, and the validity and performance of shall be governed by, the laws of the State of WI.

Kone agrees to adding the City of Green Bays Standard Specifications and Construction Standards for Public Works Construction - 2023 Edition.

PROPOSED SCOPE OF WORK:

HYDRAULIC CYLINDER & PLUNGER REPLACEMENT

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on your passenger elevator located at the Green Bay Police Department.

We will remove the existing leaking hydraulic cylinder and piston and furnish and install a new hydraulic cylinder and piston assembly.

First, we will secure the elevator cab to the top of the hoistway. We will then drain the hydraulic oil from the system and remove the complete hydraulic cylinder assembly. After removal of the complete hydraulic cylinder assembly, we will verify the plumpness of the existing hole. The new enclosed PVC will allow for an inspection port and an evacuation system, which allows for easier testing of the integrity of the cylinder and plunger system.

Once the PVC enclosed casing is installed the new hydraulic cylinder will be installed. The hydraulic cylinder is made of heavy seamless steel and fitted with a steel end cap. The end cap is a dished seamless construction and is equipped with a safety bulkhead.

Upon installation of the hydraulic cylinder, the new hydraulic plunger will be inserted. We will then fill the hydraulic system with new hydraulic oil and attach the cab to the hydraulic plunger. A full load safety test will be performed to ensure the proper operation of the elevator system.

Cleaning out of the existing hole is included in this Contract and shall be performed by a subcontractor of Kone. Redrilling the hole if needed and removal of an existing casing if needed is also included in our price.

ACCEPTANCE

Service Agreement Effective Date:

Service Agreement Number: **TBD**

The parties to this service agreement agree to the conditions contained herein:

Sign for on behalf of Participating Public Agency

(Signature)

Eric Genrich

(Print Name)

City of Green Bay Mayor

(Print Title)

Date: ____/____/____

Respectfully submitted,
KONE Inc.

(Submitted By)

(Approved By) Authorized Representative

(Title)

Date: ____/____/____

3/17/2023

CITY OF GREEN BAY
100 N. JEFFERSON ST.
GREEN BAY, WI 54301-5026

ATTN: MR. GARY MCDERMID

RE: **GREEN BAY POLICE DEPARTMENT**

307 S. ADAMS STREET
GREEN BAY, WI 54301
HYDRAULIC CYLINDER & PLUNGER REPLACEMENT
STATE RO# 508417/ KONE EQUIPMENT # 20309886

KONE Inc.
740 Moasis Drive, Suite J
Little Chute, WI 54140
Tel 920.289.1085
www.kone.com
paul.olson@kone.com

HYDRAULIC CYLINDER & PLUNGER REPLACEMENT

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on your passenger elevator located at the Green Bay Police Department.

We will remove the existing leaking hydraulic cylinder and piston and furnish and install a new hydraulic cylinder and piston assembly.

First, we will secure the elevator cab to the top of the hoistway. We will then drain the hydraulic oil from the system and remove the complete hydraulic cylinder assembly. After removal of the complete hydraulic cylinder assembly, we will verify the plumpness of the existing hole. The new enclosed PVC will allow for an inspection port and an evacuation system, which allows for easier testing of the integrity of the cylinder and plunger system.

Once the PVC enclosed casing is installed the new hydraulic cylinder will be installed. The hydraulic cylinder is made of heavy seamless steel and fitted with a steel end cap. The end cap is a dished seamless construction and is equipped with a safety bulkhead.

Upon installation of the hydraulic cylinder, the new hydraulic plunger will be inserted. We will then fill the hydraulic system with new hydraulic oil and attach the cab to the hydraulic plunger. A full load safety test will be performed to ensure the proper operation of the elevator system.

Cleaning out of the existing hole is included in this Contract and shall be performed by a subcontractor of Kone. Redrilling the hole if needed and removal of an existing casing if needed is also included in our price.

Should drilling or removal of an existing casing NOT BE REQUIRED, the following deducts will be applied to our price:

- **Deduct \$8,627 should there not be a casing in need of removal**
- **Deduct \$38,468 should redrilling the existing hole not be required**

CLARIFICATIONS

We can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole (if needed) to accommodate the hydraulic cylinder assembly is based on encountering soil free of rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, we will proceed on this portion of the repair on a time and material basis, billing you at our contracted rates. This is unlikely but should be mentioned.

Purchaser is responsible to provide power required for the duration of the project. Purchaser will provide full, unrestricted access to the work area for the contractor's workers and their agents at all times during the agreed upon working hours for the duration of the project. Purchaser will provide all necessary permits for welding, gas, burning and cutting in the elevator hoistway. Purchaser is responsible for deactivation and reactivation of fire, smoke and/or combustion sensors in the work area that may be activated by the effects of the operation required to complete this work.

Customer to provide metal walk-in dumpster for disposal of drilling spoils to be disposed of by our subcontractor Stache Drilling.

OVERTIME

Overtime is not figured into our proposal. Any requests for certain phases of the project being completed on overtime shall be an add-on to this Contract.

PRICE

Our total price to perform the above-mentioned work amounts to: \$129,832 plus applicable taxes. Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

DOWN PAYMENT

The above quoted price is based on a twenty five percent (25%) down payment, due within 4 weeks of purchase order date.

PROJECT DURATION

Lead time on material is currently 4-6 weeks from date of approved drawings, which should be ready within 1 week after PO is received. This elevator will be down for an additional 15 working days (approximately) once material is onsite.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of CITY OF GREEN BAY

(Signature)

(Print Name)

(Print Title)

Date: ____ / ____ / ____

Respectfully submitted by,
KONE Inc.

Paul D. Olson

Paul D. Olson, Sales Executive

(Approved By) Authorized Representative

Title

Date: ____ / ____ / ____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Notwithstanding anything contained to the contrary within this proposal, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM) or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of **Rock Island, IL.**

SECTION 104

SCOPE OF WORK

104.1 Intent of Contract Documents

The intent of the Contract Documents is to provide for the construction, execution, and completion in every detail of a complete work or improvement which the Contractor undertakes to perform in full compliance with the Contract Documents and in accordance with recognized engineering and construction principles. The Contractor shall perform all items of work covered and stipulated in the proposal and all other altered or extra work in accordance with the lines, grades, typical sections, and dimensions furnished and shall furnish, unless otherwise provided, all materials, tools, equipment, supplies, transportation, and labor necessary for the production and completion of the work in the most expeditious and workmanlike manner. If the Contractor does not fully understand the plans and specifications or the intent concerning any part of the work, the Contractor shall make the necessary inquiries of the Engineer before bidding. Such interpretation shall be given in writing as an addendum and shall be furnished to all contractors.

The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

104.2 Lands for Work

The City shall provide the lands upon which the work under this Contract is to be performed except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of material, together with right of access to same. The Contractor shall provide a copy of all land use and access agreements to the Engineer.

Whenever the work is to be performed through private property for which the City has obtained a license or agreement, the Contractor shall abide fully with the terms of the license or the easement and shall confine work to the area covered under the license or agreement. A copy of the license or agreement will be on file in the office of the Department of Public Works – Engineering Division.

104.3 Interference with Utilities

The Contractor shall meet the requirements of Wisconsin Statute 66.0831. Whenever any mains, conduits, or services are encountered in the line and grade of the work, which, in the opinion of the Engineer, require relocation or removal, they will be relocated or removed by the owner of said utilities.

Every effort has been made by the City to show underground utilities on the plan; this shall not relieve in any degree the Contractor's responsibility or obligation with regard to utilities not shown on plans. It is the responsibility of the Contractor to acquaint themselves with the location of all underground structures furnished, shown on the plans, or given on the project site. No extra compensation will be paid for unavoidable delays caused by the interference of existing underground structures.

For City owned Park property, Contractor to coordinate with the City of Green Bay Park Superintendent, 920-448-3365, for assistance in locating private utilities. The contractor shall give three (3) working days' notice to allow scheduling, unless otherwise stated in contract documents.

104.4 Items Not Listed in “Estimate of Quantities”

Sundry items which are incidental to or required in the construction of the work but are not included as items in the estimate of quantities shall be considered an integral part of the Contract and labor, materials, etc. required for such items shall be furnished by the Contractor and the cost of same included in the unit prices bid.

104.5 Omissions, Discrepancies, and Corrections

It is the intent of the Contract Documents that all work performed under the Contract shall be in accordance with best construction practices. The Contractor shall carefully check the plans both before commencing work and throughout the progress of the work. The Contractor shall immediately call the Engineer's attention to any errors, omissions or discrepancies that they may discover in the plans before proceeding with the work affected. The Contractor shall take no advantage of any error or omissions in the Contract Documents. The City reserves the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the true intent of the Contract Documents.

104.6 Modifications

The Contractor shall modify the work whenever so ordered by the Engineer and such modifications shall not affect the validity of the Contract. Modifications may involve increases or decreases in the amount of the work for which appropriate contract price adjustments will be made.

Except for minor changes which involve no contract price adjustment and with the exception of adjustments of estimated quantities for unit price work or materials to conform to actual pay quantities, all modifications shall be made under the authority of duly executed Change Orders.

The City reserves the right to omit any items in the proposal from the work and shall not be liable for any damage due to the loss of earnings for said omission and it shall not be a waiver of any conditions of the Contract Documents.

104.7 Authority for Modified Work

No modification in the work under the Contract shall be made without a written order from the Engineer. No verbal suggestion or order of any employee of the Department of Public Works or any other person shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, materials, or other items pertaining to such work or for damages or any other expense because of the Contractor's compliance therewith.

Verbal orders and suggestions as to the performance of the work may be given from time to time by employee of the Department of Public Works but when, in the opinion of the Contractor, such orders or suggestions involve extra work for which should receive added compensation, the Contractor must request a written order from the Engineer authorizing such work. In the event of

any disagreement as to the amount of work involved under any authorized order for extra work, it is hereby agreed by all parties hereto that the decision of the Engineer shall be binding and conclusive.

104.8 Increased or Decreased Quantities

It is agreed and understood that the quantities of any items of work, shown on the plans or in the proposal, are subject to increase or decrease during the progress of the work. The Engineer reserves the right to increase or decrease the quantities of any items of work, including increase or decrease of quantities by alteration of plans, as may be considered necessary or desirable during the progress of the work to satisfactorily complete the construction. Such increases or decreases shall not be considered as a waiver of any conditions of the contract nor invalidate any of the provisions thereof.

104.9 Extra Work

If a modification increases the amount of the work, and the added work or any part thereof is of a type and character which can properly and fairly be classified under one or more unit price items of the Proposal, then the added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price. Otherwise, such work shall be paid for as hereinafter provided.

Claims for extra work will not be paid unless the Engineer authorizes the work covered by such claims in writing. The Contractor shall not have the right to prosecute or maintain either an arbitration proceeding or an action in court to recover for extra work unless the claim is based upon a written order from the Engineer. Payments for extra work will be based on agreed lump sums or on agreed unit prices whenever the Engineer and Contractor agree upon such prices before the extra work is started; otherwise payments for extra work will be based on actual field cost plus the specified percentage allowance.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method of extra work, the Contractor shall submit to the Engineer, upon request, a detailed cost estimate for proposed extra work. The estimate shall show itemized quantities and charges for all elements of direct cost. Charges for the Contractor's and Subcontractor's extra profit, extra general superintendence, extra field office expense, and extra overheads shall be shown as a percentage addition to the total estimated net cost. Unless otherwise agreed upon by the Contractor and Engineer, the total of such percentage additions shall be fifteen (15) percent for the extra work by either the Contractor and/or Subcontractor.

When payment for extra work is based on actual field cost, the Contractor will be paid the actual field cost plus an allowance of fifteen (15) percent if the Contractor or Subcontractor performs the extra work. The allowance will be paid as full compensation for the Contractor's and Subcontractor's extra profit, extra general superintendence, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual field cost.

The actual field cost shall include only those extra costs for labor and material expended in direct performance of the extra work and may include:

- A. The actual payroll cost of all workmen such as laborers, mechanics, craftsmen, and foremen.
- B. The Contractor's and/or Subcontractor's net cost for materials and supplies.
- C. The rental charge for vehicles and construction equipment.
- D. The transportation charges for equipment.
- E. The charges for extra power, fuel, lubricants, water, and special services.
- F. The charges for extra payroll taxes, bond premiums, and insurance premiums.

The form in which actual field costs records are kept, the construction methods, and the type and quantity of equipment used shall be acceptable to the Engineer.

Construction equipment which the Contractor has on the job site and which is of a type and size suitable for use in performing the extra work shall be used. The hourly rental charges for equipment shall apply to only the actual time the equipment is used in performing the extra work.

When extra work requires the use of equipment that the Contractor does not have on the job site, the Contractor shall obtain the concurrence of the Engineer before renting or otherwise acquiring additional equipment.

104.10 Time Limit for Filing Claims for Extra Work

Claims for extra work shall be filed at such intervals as directed by the Engineer or as designated in the Contract Documents, but in all cases not later than seven (7) days after the date of completion of the specified extra work.

104.11 Removals

The Contractor shall remove existing structures or part thereof when specified in the Contract and such removal shall be incidental to other bid items unless a separate bid is taken for the removal of such structures. The removal of such structures or parts thereof, when not specified in the Contract but subsequently required, shall be paid for as Extra Work.

Any material or equipment removed from the Project (excluding rubbish) shall be the property of the City and disposition shall be as directed by the City or stockpiled at locations designated by the City.

The Contractor, when authorized by the Engineer, may use salvaged material suitable for reuse in the new work. In case any old material is reused in the work, an amount equal to the cost of a like quantity of new material of same kind will be deducted from the contract price.

104.12 Cleaning of Work Site

The Contractor shall at all times keep the Project Area, including streets, alley, and all private or public property involved in or adjacent to the work free from any rubbish, surplus, or waste materials that have been deposited by employees or subcontractors or which have accumulated as a result of the work.

The Contractor shall not allow vehicle tires to track earth, gravel, or other materials onto streets. Access to the Project Site may be prohibited if and when necessary to accomplish that purpose. The Contractor shall load vehicles in such a manner as to avoid any spillage of earth or other materials onto streets while hauling them from or to the Project Area.

Concrete trucks or any other equipment shall not be flushed out onto public streets, walks, gutters, or storm drains.

Should the Contractor fail to comply with this requirement after twenty-four (24) hours written notice of non-compliance, and then the City may have said streets cleaned. The City will have this work accomplished by the most expeditious means available at the time it is required and not necessarily by the least expensive means when time is of the essence. Cost of any such required cleaning shall be summarized by the City and deducted from the payment due the Contractor.

104.13 Final Clean Up

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the Project Area all surplus and discarded materials, rubbish and temporary structures and leave the Project Area in a neat presentable condition. The Contractor shall restore, at own cost and expense, all work completed under other previous contracts which has been damaged by the Contractor's operations, in general conformity with the specifications for the item or items involved. Final clean up shall be considered subsidiary and incidental to the other items of the Contract, and no separate or additional compensation will be made therefore. Workdays shall be charged against the Contractor until all cleanup is complete and to the satisfaction of the Engineer.

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SECTION 105 CONTROL OF WORK

105.1 Authority of Engineer

All work shall be completed under the supervision and satisfaction of the Engineer. The Engineer shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, interpretation of the plans and specifications, acceptable fulfillments of the Contract, compensation, and dispute and mutual rights between Contractors under the specifications.

The Engineer shall determine the amount and quantity of work performed, materials furnished, and estimate shall be final. The Engineer estimate in such event shall be a condition precedent to the right of the Contractor to receive money due under the Contract.

The Engineer may determine the place of commencement, the sequence of operations, and the prosecution of the work as deemed fit to best serve the needs and convenience of the public and for the proper and timely completion of the Contract.

The Engineer reserves the right to regulate the time of usage or to prohibit the use of any kind of tools, equipment, and plant which may cause objectionable smoke, noises, odors, or damage to property.

The Engineer shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly, and in case of failure on the part of the Contractor to execute work ordered by the Engineer, the Engineer may, at the expiration of a period of forty-eight (48) hours after giving notice in writing to the Contractor, proceed to execute such work as may be deemed necessary and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the Contract.

105.2 Review of Engineer's Decision

All decisions of the Engineer shall, when so requested, be rendered in writing. They shall be final and conclusive in all matters unless within ten (10) days after such decision the Contractor applies in writing to the Improvement and Service Committee for a review of such decision.

When an application for review of the Engineer's decision is presented, said Committee shall, within ten (10) days thereafter, give opportunity for the Contractor to appear before it and the Engineer, and present evidence bearing upon such decision, and any claims for a modification or reversal thereof.

Said Committee shall render its decision within ten (10) days after such appearance and its decision shall be final unless the Contractor shall, within ten (10) days after receiving the decision, give notice in writing of intention to file suit in court for the final determination of the matter.

105.3 Authority and Duties of Inspector

Inspectors assigned by the Engineer shall be authorized to inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter, or waive any requirements of the specifications, nor is authorized to approve or accept any portion of the completed project. The Inspector shall call to the attention of the Contractor any failure of the work or materials to conform to the specifications and Contract and shall have the authority to reject materials or suspend work until any questions at issue can be referred to and decided by the Engineer. Any dispute between the Inspector and Contractor shall be referred to by the Engineer.

If the Contractor fails to suspend operations when ordered to do so in writing, the work done after such order is issued may be rejected without payment therefore, as determined by the Engineer.

The Inspector shall in no case act as a supervisor or perform other duties for the Contractor, nor interfere with the management of the work done by the Contractor. Any advice which the Inspector may give the Contractor shall in no way be construed as binding the Engineer or City in any way or releasing the Contractor from fulfilling any of the terms of the Contract.

The presence or absence of an Inspector shall not relieve in any degree the responsibility or obligation of the Contractor to perform the work in accordance with the Contract Documents.

105.4 Authority of Green Bay Water Utility

The Green Bay Water Commission and its supporting staff shall be the corresponding authority for the supervision of the actual construction work on Water Utility construction projects pursuant to Subsection 66.0805(4) (a), Wisconsin Statutes and Subsection 9.15(1) (b), Green Bay Municipal Code of Ordinances, Chapter 42-1.

105.5 Conformity with Plans and Specifications

All work performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions, and material requirements shown on the plans or indicated in the specifications. It shall be finished to produce quality work and appearance within the limits of precision expected of good construction.

The lines, grade, typical sections, and dimensions shown on the plans are subject to adjustment by the Engineer during construction, but any deviation of a character not contemplated or provided for in the plans or specifications that may be required to successfully complete the project will be determined by the Engineer and authorized by them in writing.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications through no willful neglect or omission by the Contractor but that reasonably acceptable work has been produced, the Engineer shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification, which may provide for appropriate adjustment in the contract price for which such work or materials as the Engineer

deems necessary to conform to determination based on engineering judgment.

In the event the Engineer finds the materials, or the finished product in which the materials are used or the work performed, are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor. The expense includes total and complete restoration of any disturbed surface to original or better than original condition, which existed before the repairs or replacement, regardless of improvements on lands where the repairs or replacement is required.

105.6 Coordination of Contract Documents

The following component parts and all supplemental documents are essential parts of the Contract and the requirements occurring in one are as binding as though occurring in all.

- A. Addenda
- B. Notice to Contractors
- C. Instructions to Bidders
- D. Special Provisions
- E. Proposal
- F. Plans
- G. Contract
- H. City of Green Bay Standard Specifications and Construction Standards for Public Works Construction
- I. Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction
- J. Performance Bond

In the event that any provision in any of the above component parts conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern any other component part which follows it numerically, except as may be otherwise specifically stated. Calculated dimensions will govern over scaled dimension, unless obviously incorrect.

WisDOT Specifications, excepting Part 1, General Requirements and Covenants, are incorporated into and made a part of the Standard Specification. Where any provisions in the WisDOT Specifications conflicts with any provision in the Standard Specifications, the Standard Specifications shall govern. The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, and the Engineer shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

105.7 Cooperation by Contractors

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, inspectors, and with other contractors and/or utilities on or near the work in every way possible.

The City reserves the right at any time to contract for and perform other or additional work on or near the work covered by any Contract. The Contractor shall arrange and conduct work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors and to join work to that of others in a proper manner, and in accordance with the spirit of the plans and specifications, and to perform work in proper sequence in relation to that of other work, all as may be directed by the Engineer.

The Contractor shall be held responsible for any damage done by employees or subcontractors under their contract to the work performed by another contractor. Each Contractor shall conduct operations and maintain the work in such condition that adequate drainage shall be in effect at all times.

In case of a dispute arising between two or more Contractors engaged on the same improvement or in different improvements as to the respective rights of each under the specifications, the Engineer shall be the referee and their decision shall be final and binding on all parties concerned and shall not be cause for any extra compensation to any of the parties involved.

105.8 Emergency Contacts

The Contractor shall supply the Engineer with a list of responsible people who can be reached 24 hours a day, 7 days a week in case of emergency.

105.9 Setting Lines and Grade

Unless otherwise specified in the Contract, the alignment and grade of the work shall be staked by the Engineer or their authorized representative and shall not be changed without approval.

The Engineer will furnish and set the construction survey stakes or reference points and benchmarks necessary to establish the location, alignment, and elevation for the project and such stakes will bear instructive markings or be accompanied by necessary detailed instructions. These stakes and marks shall constitute the field control by and in accordance with which the Contractor shall govern and execute the work. The Contractor shall furnish such other facilities and labor as may be required in establishing such other points and lines necessary to the prosecutions of the work. The Contractor shall furnish additional stakes and other materials necessary for maintaining the points and lines given. The Contractor shall be responsible for the preservation of all stakes and marks. If any of the survey stakes or marks have carelessly or willfully been destroyed or disturbed by the Contractor, the cost to the City of replacing them may be charged against the Contractor and be deducted from the payment of the work.

The Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. The Contractor shall make timely demands upon the Engineer for such points and instructions as may be necessary as the work progresses. The Contractor shall not proceed until the Engineer has had the opportunity to furnish such points and instructions. The work shall be completed in strict conformity with such points and instructions.

Work performed without lines and grade being given, or work performed beyond the lines and grade shown on the plans or as given, will be considered as unauthorized and may not be measured or paid for by the City. Work so done may be ordered removed or replaced at the Contractor's expense.

105.10 Inspection of Work

All materials and each part or detail of the work shall be subject at all times to inspection by the Engineer or their authorized representatives. Such inspection may include mill, plant, field or shop inspection. The Engineer or their representatives shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

The Engineer reserves the right to inspect any and all sewers by the use of closed circuit internal televising (CCTV) system and to use the data and information obtained in the final determination as to the acceptability of the sewer.

If the Specifications, the Engineer's instruction, laws, Ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for such inspection. If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Any failure to reject work at the time of its construction shall not be construed as an acceptance of defective work. If any doubt exists as to the character of the work, the Contractor shall, if the Engineer requests remove or uncover such portion of the finished work as the Engineer may direct before the final acceptance of the same. After the examination, the Contractor shall restore said portion of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the expenses of uncovering or removing and replacing of the parts removed shall be paid for as Extra Work. Should the work so exposed or examined prove unacceptable, the expenses of uncovering or removing and the replacing of the same in accordance with the specifications shall be borne by the Contractor.

105.11 Removal of Defective Materials and Workmanship

All materials furnished and work performed will be inspected by the Engineer, and if not in accordance with the Specifications, they will be rejected and shall immediately be removed from the premises, and other materials furnished and work performed in accordance herewithin. If the Contractor refuses to remove the work and materials when ordered, the Engineer shall have the right and authority to stop the Contractor at their work at once and the Engineer shall cause the faulty work and materials to be removed and corrected at the cost and expense of the Contractor. Such expense shall be deducted from the monies then due or to become due to the Contract. If, however, the Engineer shall fail or neglect to correct any faulty or defective material or work as outlined above, the Contractor shall not be relieved of correcting said material or work and the right of final acceptance or condemnation of the work shall not be waived in any manner by reason of said failure or neglect on the part of the Engineer.

105.12 Order of Completion

The Contractor shall complete any portion of the work in such order of time as has been stated in the Contract, or in such order as the Engineer may declare necessary by reason of an emergency.

105.13 Use of Completed Portions

The City shall have the right to take possession of and use any completed or partially completed portion of the work, notwithstanding the time of completing the entire work or such portions, may not have expired. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such compensation, or extension of time, or both as the Engineer may determine.

105.14 Final Inspection

When the Contractor considers the entire work completed, the Contractor shall notify the Engineer, in writing, that the work is complete and request the Engineer conduct an inspection of the work. Within a reasonable time thereafter the Contractor and the Engineer shall make an inspection of the work to determine the status or completion. If the Engineer does not consider the work complete, the Engineer will notify the Contractor, in writing, of reasons therefore. At this time any defects or imperfections that appear in the whole or any part of the work, which are caused by or due to any fault or negligence of the Contractor, the same shall be corrected before the work will be accepted. Upon completion of the work, work to repair the defects and imperfections by the Contractor, the Contractor shall notify the Engineer, in writing, that the work has been completed. If, upon inspection, the work is found to be satisfactory by the Engineer, a certification of completion will be issued.

105.15 Guarantee

Unless otherwise stated in the Special Provisions, the Contractor shall guarantee the work performed under the Contract for a period of one year from the date of final acceptance by the Common Council against defects or deficiencies. If any defective or deficient work should appear during the guarantee period, the Contractor shall replace or make acceptable repairs to the defective or deficient work at the Contractor's expense. This expense includes total and complete restoration of any disturbed surface to original or better than original condition, which existed before the repairs or replacement, regardless of improvements on lands where the repairs or replacement is required. The Performance and Payment Bond shall remain in force during this guarantee period.

Provide standard manufacturer's warranty for all items incorporated into the work. The submitted documentation shall clearly state the warranty duration from the manufacturer, project name and location, and list the City of Green Bay as the Owner. The warranty effective date shall correspond with the installation date.

SECTION 106

LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

106.1 Laws to Be Observed

The Contractor shall at all times observe and comply with all Federal and State laws and administrative rules, local laws, ordinances, and regulations which in any manner affect the conduct of the work and the hiring of labor and all orders or decrees of bodies or tribunals having jurisdiction or authority over the work. No plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the City and all of its officers, agents, and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by themselves or their employees, subcontractors, or agents. The Contractor shall procure all permits and licenses and pay all charges and fees and give all notices necessary and incident to the lawful prosecution of the work.

106.2 Patented Process

It is understood and agreed that, without exception, contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. It is the intent that whenever the Contractor is required or desires to use any design, device, material or process covered by patent or copyright, the right for such use shall be provided for by suitable legal agreement with the patentee or owners and a copy of this agreement shall be filed with the Engineer; however, whether or not such agreement is made or filed as noted, the Contractor and the surety in all cases shall indemnify and save harmless the City and all its agents from any and all claims from infringement by reason of said use, and shall indemnify the City for any costs, expenses, and damages which it may be obliged to, by reason of any infringement, at any time during the prosecution or after the completion of the work.

106.3 Safety, Health and Sanitation

The Contractor shall comply with all Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall also provide all safeguards, safety devices, and protective equipment and take any other needed actions reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Contract.

The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions.

106.4 Personal Liability of Public Officials

In carrying out any of the provisions of the Contract or in exercising any power of authority granted to them thereby, there shall be no personal liability upon the City, its agents, and employees, it being understood that in such matters they act as agents and representatives of the City. Any right of action by the Contractor against the City, its agents, or employees is hereby expressly waived.

106.5 No Waiver of Legal Rights

The City shall not be precluded or estopped by any measures, estimate, or certification made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract. The City shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and the Contractor's sureties such damages as it may sustain by reason the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Engineer, nor any payment for or acceptance of the whole or part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any other or subsequent breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

106.6 Insurance - General

All insurance is the responsibility of the Contractor. The Contractor and each separate Subcontractor shall purchase and maintain such insurance as will protect them, and indemnify and save harmless the City from any and all claims for General and Automobile Liability and Worker's Compensation/Employers' Liability, including claims for damages resulting in bodily injury, including but not limited to death, and property damage arising out of or resulting from the Contractor's direct or indirect operations under this Contract, whether such operations be performed by their own work forces or by any Subcontractor or anyone directly or indirectly employed by any of them.

This insurance shall be written for not less than any limit of liability specified in contract special provisions, or required by law, whichever is the greater, notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy, and shall include contractual liability insurance as applicable to the Contractor's obligations.

The Contractor's and Subcontractor's insurance shall always be primary with respect to the City's responsibilities under this Contract. The City of Green Bay shall be named as additional insured on the types of insurance listed in this section, and shall be listed as the Certificate Holder on any Certificate of Insurance issued to the City as proof of coverage. Insurance policies must remain in an active status for the life of the project, and shall not be allowed to expire until a minimum of one year after final payment has been approved by City Council.

The Contractor's and Subcontractor's insurance shall contain a provision that provides 30 days written notice of cancellation or change to the City.

No insurance required under the Contract shall be carried with an insurer not authorized to do business in Wisconsin by the Wisconsin State Insurance Department. The City reserves the right to disapprove any insurance company.

Contractor shall provide a main point of contact related to insurance on the contract. The contact information shall include contact name, phone number and email address. This contact person shall be able to answer questions or obtain additional information as requested by the City. Provide this contact information with initial certification of insurance for contract.

Type of Insurance will vary per contract and at a minimum the following will be required:

General Liability:

1. Commercial General Occurrence policy, editions 2006 or 2010 including:
 - a. Premises and Operations
 - b. Products and Completed Operations
 - c. Advertising and Personal Injury
 - d. Explosion, Collapse and Underground Hazard coverage
 - e. Contractual Insurance in writing under General Liability
 - f. Broad Form Property Damage
 - g. Coverage for Independent Contractors
 - h. Care, Custody and Control coverages for City-owned materials at worksite
 - i. Endorsement naming the City of Green Bay, its employees, agents and assigns as Additional Insureds as respects work performed by the Contractor/Subcontractor for the City/Owner.

2. Limits of Liability:

Bodily Injury/Property Damage Combined Single Limits:

Per Occurrence Products/Completed	\$1,000,000
Operations Aggregate	\$2,000,000
Personal Injury/ Advertising Injury	\$1,000,000
Fire Damage Limit	\$ 50,000
Medical Payments Limit	\$ 5,000
General Aggregate	\$2,000,000

Automobile Liability:

1. Coverages must include the following extensions:

Comprehensive Forms

- a. All Owned Autos
- b. All Hired Autos
- c. All Non-Owned Autos
- d. Mobile Equipment
- e. Specialized Equipment
- f. Contractual Insurance
- g. Uninsured Motorists to Limit of Policy
- h. Additional Insured Endorsement naming City of Green Bay, its employees, agents and assigns.

2. Limits of Liability:

Combined Single Limit/Bodily Injury and Property Damage:

\$1,000,000 per person/accident

Uninsured Motorists:

\$25,000 per person

\$50,000 per accident

Worker's Compensation and Employers' Liability Insurance:

Limits of Liability

Workers' Compensation	\$1,000,000 per accident
	\$1,000,000 disease policy limit
	\$1,000,000 disease each employee
Employers' Liability	\$1,000,000

Waiver of Workers Compensation Subrogation - the workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Umbrella Liability:

The contractor shall provide \$2,000,000 cover for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers Liability, Commercial General Liability, and Automobile Liability.

Contractor Pollution Liability (Occurrence Basis):

- a. Limit of Liability: \$1,000,000
- b. Form must include coverage for natural resources damage
- c. Minimum Must include waiver of subrogation endorsement in favor of the City
- d. Coverage must include transportation (including watercraft if applicable) and loading and unloading.

106.7 Indemnification

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

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

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

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

106.8 Builders' Risk Insurance (This does not apply to additions and/or alterations on existing structures).

The City will require the contractor to provide Builder's Risk Insurance on the project if applicable and noted in contract special provisions.

106.9 Equal Employment Opportunity

The Contractor and Subcontractors shall not discriminate against employees and applicants for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of their race, color, religion, sex, sexual orientation, age, national origin, ancestry, physical condition, or developmental disability.

106.10 Employment of Unauthorized Aliens

All contracts executed with the City shall be subject to the condition that unauthorized aliens not be employed by the Contractor within the City of Green Bay, consistent with 8 U.S.C. §1324a.

A violation of the above condition shall be a breach of contract and a basis to void the contract and will warrant removal of a contracted business/company from future consideration by the City of Green Bay.

It shall be a defense that an employer was shown and can produce fraudulent documentation of an employee's legal immigration status. The above defense will also apply if the employee was cleared through the Basic Pilot Program.

This section does not hold contracted business/companies responsible for unauthorized aliens who are employed by said contracted business/company for work performed entirely outside of the limits of the City of Green Bay.

106.11 Erosion Control Permits

The Contractor shall comply with Chapter 16, Green Bay Municipal Code of Ordinances (Construction Site Erosion Control Ordinance) and NR216, Wisconsin Administrative Code at all times while performing work under the Contract.

Unless otherwise noted in the Contract Documents, the City will submit a WDNR Notice of Intent (NOI) to obtain coverage under the Wisconsin Pollutant Discharge Elimination System General Permit for construction site erosion control on Public Works contracts with one acre or greater of land disturbing activity. The Contractor shall meet the conditions of the permit by properly installing and maintaining the erosion control measures as shown on the plans, specified in the Special Provisions, or as directed by the Engineer. A copy of the permit will be available at the office of the Department Public Works – Engineering Division.

The Contractor shall prepare and submit an erosion control plan, including implementation schedule, and application for a City of Green Bay Construction Site Erosion Control Permit. Application along with one (1) set of plans shall be submitted to the Engineer prior to or at the preconstruction meeting. The Contractor may use the erosion control plan provided in the Contract

Documents but shall modify the plan to meet the Contractor's construction schedule and methods of construction. No land disturbing activities shall begin until permit has been issued and plan implemented by the Contractor. A copy of permit, approved plans and inspection reports shall be kept on the project site and made available for inspection at all times.

106.12 Safety Data Sheets

All Contractors and Subcontractors who bring hazardous substances (as defined by OSHA) to the construction site shall have on file at the project site a copy of the Safety Data Sheet (SDS) for that substance. The Contractor shall maintain a file of all SDS's required for the project at the site.

At or before the preconstruction meeting, the Contractor shall submit a letter of compliance stating the SDS's will be kept on file at the project site, available for review at any time by the Engineer.

Each Contractor or Subcontractor shall comply with all Federal and State regulations regarding hazardous substances they bring to the construction site.

106.13 Preconstruction Photographic Documentation

The Contractor shall provide preconstruction photographic documentation. The photographic documentation shall include digital photographs and video of the construction route. The photographic documentation shall be delivered to the Engineer at the preconstruction meeting. The Contractor must label the photos and video identifying where the picture was taken and what the picture is of.

The date, the name of project, and the location where the photograph was taken shall be indicated with each digital photograph. The digital photographs shall be taken along the centerline of the construction route at a minimum of 100-foot intervals and at each approach to an intersection. Additionally, photographs shall be taken at any feature that may be impacted by the construction.

The video shall be taken in a digital video format. The video shall be taken of the area along and 50 feet to either side of the pipeline route. The video shall be made by panning the specified construction area slowly while verbally describing the location in order to adequately observe the existing condition of the pavement, terrace, sidewalk, driveways, adjacent properties, and other improvements.

The digital video and photographs, the Contractor shall submit one (1) copy of the digital video, formatted on a compact disc or Universal Serial Bus (USB) as Motion Pictures Experts Group (MPG), to the Engineer. The file name should be filename.mpg, where the filename is a descriptive name of the video being submitted.

The preconstruction photographic documentation will be considered incidental to the cost of the project and no separate payment will be made for the work.

106.14 Public Protection and Safety

The Contractor shall notify the Engineer, Police Department, Fire Department, and all involved utilities and railroad companies at the earliest possible date of the starting of any construction so that arrangements may be made, if necessary, for closing the street and providing satisfactory detours, ingress, and egress. The Contractor shall conduct the work at all times in such a manner as to insure the least obstruction to traffic. The convenience of the general public and of the residents along the street shall be provided in a satisfactory manner as outlined in Subsection 106.16, Maintenance of Ingress and Egress.

Fire hydrants shall be visible and accessible from the street at all times for the Fire Department. No material or other obstructions shall be placed within ten (10) feet of a fire hydrant.

The Contractor shall avoid as far as possible the maintenance of any condition that might be deemed at law to be an "attractive nuisance." Where such condition is unavoidable or where apparent or potential hazards occur, incident to their conduct of the work, the contractor shall maintain a proper watch or provide other reasonable safeguards.

The Contractor and their surety shall be responsible for all damage, bodily injury, or death arising through negligence either in maintaining an attractive nuisance or otherwise.

106.15 Notification of Residents

The Contractor shall notify residents and businesses abutting the project site, in writing, with a copy to the Engineer, at least seventy-two (72) hours prior to the start of construction.

106.16 Maintenance of Ingress and Egress

The Contractor shall perform work in such a manner as to interfere as little as possible with both pedestrians and vehicular ingress and egress. In all events, the Contractor shall maintain a safe and satisfactory passage for pedestrians along and across the project, installing temporary walks where necessary in the opinion of the Engineer. The Contractor shall also install temporary roadways where considered necessary by the Engineer.

The Contractor shall provide access to disabled residents at all times.

The Contractor shall maintain ingress and egress to all commercial, business, industrial, and public (school, park, etc.) properties at all times. Ingress and egress to all other properties shall be maintained as much as practical with closure of driveways being permitted as follows:

- A. Access may be restricted no more than four (4) hours for utility construction or for roadway excavation and graveling operations adjacent to driveway,
- B. Access may be restricted during paving operations and cure time, as authorized by the Engineer.

The Contractor shall notify the property owner or current resident in writing, with a copy to the Engineer, at least forty-eight (48) hours prior to restricting access to any property.

106.17 Protection and Restoration of Property

The Contractor shall use every reasonable precaution to prevent the damage or destruction of private property such as poles, trees, shrubbery, crops, and fences adjacent to or interfering with the work; all overhead structures such as wire, cables, etc. and all underground structures such as water or gas shut-off boxes, water meters, pipes, conduits, etc. within or outside of the right-of-way.

The Contractor shall notify the owners of all corporate or private property that interferes with the work advising them of the nature of the interference, and shall arrange with them for the disposition of such property. The Contractor shall furnish the Engineer, upon request, with copies of all such notifications and final agreements.

The Contractor shall be responsible for the damage or destruction of property resulting from neglect, misconduct, or omission in the manner or method of execution or non-execution of the work, or caused by defective work or the use of unacceptable materials, and shall restore such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Engineer may, after the expiration of a period of forty-eight (48) hours after giving written notice to the Contractor, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due or which may become due the Contractor under the contract.

106.18 Protection of Trees

The Contractor shall not grade, excavate, store material and/or equipment, or otherwise disturb the area within five (5) feet of any tree located in the project site without prior permission from the Engineer or City Forester. No ropes, cables, or guys shall be fastened to or attached to any tree for anchorage. The City will arrange for the repair or replacement of any trees damaged by the Contractor and the cost of such work will be deducted from the payment to the Contractor. Protection of trees shall be incidental to the Contract.

106.19 Protection of Property/Survey Monuments

The Contractor shall use extra care to protect and preserve all land boundary and survey control monuments from being disturbed during the course of construction. Where property/survey monuments cannot reasonably be protected, the Contractor shall notify the Engineer in order to establish witness points to make the restoration of the property/survey monuments easier. In such cases, the Engineer or authorized surveyor shall restore the property/survey monuments at no cost to the Contractor. Where property/survey monuments are disturbed or removed by the Contractor without proper notification to the Engineer, the Contractor shall have the property/survey monuments restored at the Contractor's expense by hiring a licensed land surveyor. The Contractor shall provide written documentation from the licensed land surveyor stating that the property/survey monuments were restored.

106.20 Contractor's Responsibility for Work

The work shall be under the charge and care of the Contractor until final acceptance by the City Council. The Contractor shall assume all responsibility for injury or damage to the work by action of the elements or from any other cause whatsoever, and shall rebuild, repair, restore, and make good, at the Contractor's expense, all injuries or damages to the work, except that when the project is placed in operation by order of the Engineer, the provisions of this article shall not apply to damage caused by such operation and not due to the Contractor's fault or negligence.

In case of suspension of work from any cause whatever, the Contractor, prior to suspension, shall take such precautions as may be necessary to prevent damage to the project, provide for normal drainage, and shall erect any necessary temporary barricades, signs, or other facilities, at his /her expense, as directed by the Engineer.

106.21 Bulk Water Stations

Contractors must apply for a permit at the Green Bay Water Utility office at 631 South Adams Street for use of the bulk water stations. When the permit is issued, the Contractor will receive an operating key and authorization tags. The tags must be displayed on the dash of any vehicles drawing water. There are twelve bulk water stations throughout the City. The locations of these bulk water stations are listed below. Only these bulk water stations are available to the Contractors from April 1st through November 1st weather pending. From November 1st to April 1st, the Contractors must draw water at the Huron Road water tower "Hot Box" located at the southwest corner of Huron Road and Finger Road or the "Hot Box", 225 feet north of Velp Avenue on Columbia Avenue.

Contractors are responsible for all costs associated with the use of the bulk water stations including the cost of water used.

WEST SIDE OF GREEN BAY

1100 Columbia Avenue – Year-Round Site
2325 Hutson Road (North side of Hutson Road-500' East of Hinkle Street)
Morley Road @ Moraine Terrace (SE corner)
2700 block of West Mason (S. Frontage Road)
400 block of Liberty St. (300 Ft. W. of Broadway)
Florence Avenue @ Janice Avenue (NE Corner)

EAST SIDE OF GREEN BAY

100 Bay Beach Road (W. of Quincy)
Clay Street @ Eliza Street (NE Corner)
Sussex Road – 500' N. of Scottwood Dr. (CTH "I")
720 Huron Road – Year-Round Site
2200 Block of Main Street (Frontage Road by Burger King)
Gershwin Dr. – 100' W. of Lake Largo Dr.

106.22 Temporary Sanitary Facility

The Contractor shall provide and maintain an approved chemical toilet for the use of all workers. The toilet shall be placed in an inconspicuous place, kept clean and removed at the completion of the project. The toilet will be considered incidental to the cost of the project and no separate pay will be made for its provisions, maintenance, and removal. Failure to provide a temporary facility will result in a deduction from the overall contract value equal to two (2) times the City's rental cost of a sanitary facility.

106.23 Dust Control

The Contractor shall always keep the amount of dust to a minimum at all times. The Engineer shall approve the manner of dust control.

106.24 Noise

The Contractor shall abide by the City's Noise Ordinance (Chapter 24, Green Bay Municipal Code) always during the prosecution of work under the Contract.

106.25 Mailboxes

The Contractor shall remove and replace any signs and/or mailboxes in conflict with construction. Signs and all mailboxes shall be replaced the same day that they are removed. U.S. Postal Service to properties shall not be interrupted during construction. The cost of this work shall be incidental to all other bid items.

Where requested by the U.S. Post Service during construction, mailboxes shall be temporarily relocated by the Contractor, as directed by the Engineer, and later reinstalled at their permanent site. If no bid item is included for such work, the cost of this work shall be considered incidental to other items in the Contract.

106.26 Interruption of Sewage or Storm Water Flow

The Contractor shall provide for the flow in existing sewers, watercourses, culverts, gutters, catch basin, drains, etc., which are affected by the prosecution of the work. All existing structures that are disturbed must be restored to a condition at least equal to their original condition or better and to the satisfaction of the Engineer.

106.27 Opening of Street

When the Contract provides that street or portion thereof shall be closed to traffic during construction, the work shall not be opened to traffic until so directed or authorized by the Engineer. Whenever all of the work or any portion thereof is in an acceptable condition for travel, such section shall be opened to traffic as may be directed by the Engineer, but such opening shall not be construed as assumption of the maintenance by the City unless so specifically provided in the Contract, nor as acceptance of the street or any part of it, nor as a waiver of any provisions of the Specifications and Contract.

Whenever the Contractor is required to open to traffic all of the work or any portion thereof in accordance with the provisions herein, or whenever the Contractor shall, at the Contractor's own volition and so authorized by the Engineer, open to traffic all of the work or any portion thereof prior to acceptance, the Contractor shall conduct the remainder of the construction so as to cause the least obstruction to traffic.

The Contractor shall notify the Engineer a minimum of seven (7) days before a street is scheduled to be opened to traffic so the City can install traffic control signs prior to the opening of the street. The Contractor shall maintain traffic control and barricades until the City has completed its work.

SECTION 107

PROSECUTION AND PROGRESS

107.1 Subletting or Assignment of Contract

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of their right, title, or interest therein, without written consent of the Engineer.

Consent to sublet any portion of the Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract or to release the Contractor or the Contractor's surety of liability under the Contract and bond.

The Contractor shall be fully responsible to the City for the acts and omissions of Subcontractors of all tiers of subcontract and of persons and organizations either directly or indirectly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the City. The Contractor shall incorporate the terms and conditions of the Contract into all subcontract agreements entered into with Subcontractors.

Requests for permission to sublet any portion of the Contract shall be in writing and accompanied by a showing (approved Bidder's Proof of Responsibility) that the organization, which will perform the work, is particularly experienced and equipped for such work. The Engineer may also require that each request be accompanied by a copy of the proposed subcontract. Any subsequent change in the terms of the subcontract shall be subject to separate approval. The Contractor shall not change Subcontractors without written permission from the Engineer.

Work by a Subcontractor shall not proceed until the request for permission to sublet such work is approved and Subcontractor has a certificate of insurance on file with the City. If the Contractor proposes to have work performed by a person or firm other than a Subcontractor, the Contractor shall inform the Engineer in writing, if required, of the specific arrangement under which the work will be performed, so that it may be established whether or not such arrangement constitutes subcontracting.

The Contractor shall not sublet over fifty (50) percent of the total Contract amount without written consent of the Engineer.

107.2 Work Schedule

At a date no later than the preconstruction conference, the Contractor shall submit a detailed construction schedule, in the form of a bar graph, to the Engineer for approval. Contractor shall update the schedule on a monthly basis or as directed by the Engineer. The Contractor shall update the revised construction schedule within three (3) days of a request by the Engineer.

The Engineer shall have full and complete authority to designate the time of beginning work on any part of the Contract and to schedule the operations of the Contractor in such a manner as deemed necessary to best serve the needs and convenience of the general public and for the proper and timely completion of the Contract.

107.3 Notice to Proceed

The Contractor shall not begin work on any part of the Contract and no materials or equipment shall be brought upon the site of the work prior to receiving a written Notice to Proceed from the Engineer. The Contractor shall begin work within ten (10) days after the date of the Notice to Proceed.

The Contractor shall give written notice to the Engineer at least seventy-two (72) hours in advance of the date intended to commence operations.

107.4 Project Communication

The Contractor shall call or meet the Engineer daily between 3:00 pm and 3:30 pm to report progress and to communicate the next day's schedule of operations. The Contractor shall call or meet with the Engineer daily between 7:30 am and 8:00 am to confirm the day's schedule and operations.

Green Bay Metro does not anticipate busses to be rerouted. A one (1) week notification prior to construction shall be given to Green Bay Metro. Contractor shall provide notice to Transit Director at (920) 448-3455. Bus schedules and routes can be found at <http://www.greenbaymetro.org>

Green Bay Area School does not anticipate busses to be rerouted. A one (1) week notification prior to construction, shall be given to the Green Bay Area School District prior to any work within 3 blocks of a school, Transportation Scheduler at (920) 448-2164.

107.5 Limitations of Operations

The Contractor shall conduct work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. The Engineer may require the Contractor to finish part of the Contract on which work is in progress before work is started on any additional part.

107.6 Days of Work and Hours of Work

The Contractor shall be limited to working Monday through Friday, 7:00 a.m. to 10:00 p.m. If the Contractor wishes to work on weekends and holidays, the Contractor shall obtain written approval from the Engineer seventy-two (72) hours in advance of work. If the Contractor elects to work on Sunday or holiday, the Contractor shall reimburse the City for the cost of inspection.

107.7 Weather Conditions

In the event work is prosecuted during adverse weather conditions, the Contractor will be required to exercise precautions necessary to produce satisfactory work, and shall protect the finished work from the elements. It is agreed and understood that the cost thereof has been included in the unit prices bid for the various items of work in the Contract; therefore no extra compensation will be allowed.

Snow plowing operations shall be coordinated with Operations Director at (920) 492-3736. The City will be responsible for plowing the open traffic lanes. The Contractor will be responsible for:

1. Clearing snow where construction is taking place.
2. Clearing snow prior to switching traffic control.

The Contractor shall coordinate the disposal or stockpile of snow with Operations Manager at (920) 492-3736. When traffic flows are altered due to construction phasing, they shall be notified one (1) full working day in advance to ensure snow plow operations are aware of new traffic flow locations in the event of a snow fall.

The City will make every effort to avoid traffic control during plowing and salting operations, but in the event the City disturbs or damages traffic control, the Contractor will be responsible for repairing traffic control. After each snow event, the Traffic Control Contractor shall drive through the project to ensure traffic control meets MUTCD standards. If traffic control devices lose retro-reflective characteristics due to snow and/or road slush, the Contractor shall replace devices or clean the devices to restore the retro-reflective characteristics.

107.8 Contractor's Representative

The Contractor shall have at all times during the progress of construction, irrespective of the amount of work sublet, a competent superintendent or designated representative capable of reading and thoroughly understanding the plans and Specifications, as the Contractor's agent on the work, who shall receive instructions from the Engineer. The Contractor's superintendent or designated representative must be acceptable to the Engineer and shall have full authority to execute the orders or directions of the Engineer without delay and to supply promptly such materials, tools, plant, equipment, and labor as may be required to properly perform the work.

107.9 Competent Workers

The Contractor shall employ an ample and competent workforce. All workers shall have sufficient skills and experience to properly perform the work assigned to them and in the operation of equipment and tools required to perform all work properly and satisfactorily.

Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment and tools required to perform all work properly and satisfactorily.

The Engineer may order the dismissal of any person employed on the work due to misconduct or is incompetent or neglects or refuses to comply with the directions given by the Engineer. The employee shall be removed immediately and shall not be re-employed on any part of the work without the written consent of the Engineer.

Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Engineer may suspend the work by written notice until such orders are complied with.

107.10 Methods and Equipment

The Contractor shall provide and furnish the machinery, equipment, and tools necessary to perform the work. These shall be in such condition and of such capacity as will produce work of satisfactory quality and complete it within the contract time.

Equipment shall be such that no injury to the roadway, pavement, structures, adjacent property, or other streets will result from its use, and it shall conform to the requirements set forth in detail under specific items or classes of work.

The Contractor shall not operate vehicles or equipment over the subgrade, base course, or pavement that may cause damage to the subgrade, base course, or pavement. This restriction applies not only to the type of vehicles or equipment but also to the gross weights and loads of the vehicles or equipment.

The Engineer reserves the right to regulate the time of usage or to prohibit the use of any type of machinery, equipment, or tools which may cause objectionable smoke, noises, odors, or damage to property.

Failure on the part of the Contractor to provide adequate equipment, maintained in proper working order, may be sufficient cause for suspension of specific operations until compliance is attained or may constitute cause for default of contract.

When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the Contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the Engineer will accomplish the contract work in conformity with the requirements of the Contract.

When the Contract specifies the use of certain methods and equipment for the work, such methods and equipment shall be used unless the Engineer authorizes other methods and equipment. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved or in contract time as a result of authorizing a change of methods or equipment under these provisions.

107.11 Suspension of Work

The Engineer shall have the authority to order the partial or complete suspension of operations for such period or periods as deemed necessary, in the interest of public safety and convenience, or due to unsuitable weather and such other conditions as are considered unfavorable for prosecution

of satisfactory work, or for such time as is necessary due to failure on the part of the Contractor to carry out orders given or to perform any or all provisions of the contract. Authorizations or orders to suspend work shall be in writing. Unless specifically provided, no additional compensation or additional contract time will be allowed due to such suspension of operations.

107.12 Time of Completion

Time of completion of each part of the work under the Contract will be specified in the Contract Documents as a specific number of work days, calendar days including Sundays and Holidays, or a given calendar day on or before which the work shall be completed, as well as a fixed and agreed amount of liquidated damages due the City from the Contractor for failure to complete the work in the specified time. It is agreed and understood that the completion of the work within the time as specified is an integral part of the Contract. The starting date of the Contract will be the date the Contractor begins work on that particular part of the Contract, but in no event will it be later than the date the Engineer requests the Contractor to begin work on that particular part of the Contract by written notification.

Work shall be prosecuted effectively and diligently to completion. Once work on the Contract has commenced, the contractor shall proceed continuously to completion. Failure to begin operations, or failure to diligently prosecute the work, may be considered as a breach of Contract and render the Contractor liable to action under Section 107.15, Default of Contract, or the revocation or suspension of the Contractor's privilege to bid additional work, or both. Failure to proceed continuously in prosecution of the work, may also result in the denial to authorize work during weekends or holidays as provided for under Section 107.6, Days of Work and Hours of Work.

In the event that the Contractor is successful in being awarded more than one part of a Contract, or multiple City contracts, the work shall be performed on each part or Contract concurrently and continuously in order that the completion dates are met. Prior to being awarded two or more parts or Contracts, the Contractor shall submit to the Engineer, in writing, a work schedule and evidence that the Contractor has adequate labor and equipment to meet the completion dates of all Contract parts.

Contract time will not be charged during periods of complete suspension of operations, when approved by the City in conjunction with an order by the Engineer suspending operations, or when so provided in the Special Provisions.

Contract time may be extended in an amount as is mutually agreed upon by the Engineer and the Contractor, on the basis of contract change orders involving alterations in the Contract affecting the prosecution of work, or involving extra or additional work, when such alterations are necessary for the purpose or convenience of the City when such extra additional work is of such character or is ordered to be done at such a time that the amount of time reasonably necessary to perform such work is disproportionate to the contract specific originally set up in the proposal. Any agreement for extended time on this account shall be arrived at concurrently with and as a part of the consideration for the specific alteration or extra or additional work covered by that order.

Permitting the Contractor to continue working after the expiration of the time fixed for its completion or after the date of time extension shall in no way act as a waiver on the part of the City for any of its rights under the Contract.

107.13 Delays and Extension of Time

Contract time may be extended in an amount as mutually agreed by the Contractor and the Engineer providing the Contractor submits to the Engineer a detailed explanation of facts requesting said extension in writing at least ten (10) days prior to the expiration of the contract time for that part of the Contract. Contract time will be extended only to avert extreme hardship on the Contractor and providing the best interests of the City are served by said extension.

If the Contractor is delayed at any time in the progress of the work by an act of the City, or by any other Contractor employed by the City, or by any changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by any causes for which the Engineer may justify the delay, then the time of completion shall be extended for such reasonable times as the Engineer may decide, provided the Contractor provides written notice of the cause of delay within ten (10) days after it first occurs.

107.14 Liquidated Damages

Should the Contractor fail to complete any part of the work as specified in the Contract, or within such extra time as may have been allowed by contract time extensions, there shall be deducted from any monies due or that may become due the Contractor, or in the event no monies are due, the Contractor shall pay to the City, a sum of money as stipulated in the Contract for each and every work day or calendar day as specified by the Contract that the work shall remain uncompleted. This sum shall be considered and treated not as a penalty but as a fixed, agreed, and liquidated damages due the City from the Contractor by reason of inconvenience to the public, added cost of engineering and supervision and other items which have caused an expenditure of public funds resulting from failure to complete the work within the time specified in the Contract.

Five Hundred Dollars (\$500.00) per calendar day shall be charged as liquidated damages for failure to complete the work within the time frame specified. No time extensions will be given due to delays by other contractors.

1. If the Contractor does not complete the work within the contract time or within the extra time allowed under Engineer-granted time extensions, the Owners will assess liquidated damages. The Owner will deduct a specified sum from payments due the Contractor for every calendar day that the work remains incomplete.
2. This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the Owner from the Contractor by reason of inconvenience to the public, the added cost of engineering and supervision, and the other items that have caused an expenditure of public funds resulting from the Contractor's failure to complete the work within the contract time.
3. Unless modified in the Special Provisions, the Owner will assess liquidated damages.
4. If the Engineer allows the Contractor to continue and finish the work or any part of it after the contract time expires, the Owner waives no rights under the contract.

107.15 Default on Contract

The Improvement and Service Committee shall have the right and power to make final determination as to the proper performance of this Contract. In the event the Contractor fails to perform the work in accordance with the Specifications or in any way defaults therein or shall discontinue the prosecution of the work, the Improvement and Service Committee may take charge of the work and complete the same or cause it to be completed at the charge, cost, and expense of the Contractor and Surety and in such event, the City may take possession of and utilize in the completion of the work such materials, appliances, and plant as may be on the site of the work and necessary for its completion.

107.16 Removal of Equipment

In the case of annulment or termination of the Contract before completion for any cause whatever, the Contractor, if notified to do so by the Engineer, shall promptly remove any part or all of the Contractor's equipment and supplies from the project site. The City shall have the right to remove such equipment and supplies at the expense of the Contractor if the Contractor fails to abide by such order.

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SECTION 108

CONTROL OF MATERIALS

108.1 Source of Supply and Quality

The Specifications require the use of new, high-quality materials throughout the work, except as may specifically be provided elsewhere in the Specifications, on the plans, or in the special provisions, incorporated in the work in such a manner as to produce completed construction which is workmanlike and acceptable in every detail.

Only approved materials shall be incorporated into the work. The permitted use of an untested material shall not be construed as implied approval of the material, and such use shall be at the Contractor's risk pending completion of subsequent tests made on representative samples of the material.

Fabricated materials obtained by the Contractor from a manufacturer, or a supplier shall, at the Engineer's discretion, be subject to approval before delivery of the material to the job site. Furthermore, the Contractor may be required to obtain material from another approved source, if it is determined that the product of a manufacturer or supplier is not of satisfactory uniformity or consistent quality.

In the case of materials obtained from or produced from natural deposits, either commercially or by the Contractor, the Contractor shall obtain the Engineer's preliminary approval of the source.

The Contractor shall furnish samples as required, representative of the material proposed for the work, in sufficient time to permit testing as necessary to establish a basis for approval. Such samples shall be obtained under the observation of, and with methods approved by the Engineer.

Tests will be made on these preliminary samples and reports rendered, but it is to be understood that such tests are for information only and that any preliminary approval based thereon shall not be construed as a guaranty for acceptance of any material that may be delivered later for incorporation into the work.

Only the materials actually delivered for the work will be evaluated, and their acceptance or rejection will be based solely on the results of the tests prescribed in the Specifications.

The Contractor shall assume full responsibility for the furnishing of uniform and satisfactory materials. When materials are obtained from local deposits, the Contractor shall be responsible for any losses or damages resulting from the opening and operation thereof, or from the failure of the deposit after development to produce acceptable materials.

All materials including each component of a bid item will need to be approved by the Engineer before being incorporated into the contract work.

108.2 Substitution of Materials

Certain materials are specified by manufacturer in order to establish standards of quality, not to limit competition. Where an item of material is specified to be a certain manufacturer's make, then the Bidder's Proposal shall include such material as specified unless approved otherwise.

Up to seven (7) days prior to the bid date, a bidder or manufacturer may request approval in writing of an item of material by submitting adequate product data to the Engineer for evaluation. Included with the product data shall be a list of five (5) or more similar projects where the product has been used under similar conditions. The list of projects shall include their location and the name and phone number of the owner's representative. The substitute product shall have been in place for a minimum of three (3) years at each location. Notice of approval shall be given only by an addendum issued by the Engineer. No verbal or other written approval will be given.

Within ten (10) days after award of Contract, the Contractor may submit alternate proposals for other kinds of material that they consider equal to those specified. These proposals for substitute products shall be submitted in writing to the Engineer for evaluation. There shall be included all pertinent product data and samples thereof as well as a listing of five (5) or more similar projects where the product has been used under similar conditions. The list of projects shall include their location and name and phone number of the owner's representative. The substitute product shall have been in place for a minimum of three (3) years at each location. Any cost differences shall be included with submittal. If the requested change is acceptable to the Engineer, then a change order will be prepared. If the requested change is not acceptable, the Contractor shall be obligated to furnish the item as specified.

108.3 Plant Inspection

The Engineer may undertake the inspection of materials at the plant (point of manufacture or source of supply) or another agency may be designated for the purpose.

In the event plant inspection is undertaken, the following conditions shall be met:

- A. The Engineer shall have the cooperation and assistance of the Contractor and producer.
- B. The Engineer shall have free entry at all times to such parts of the plant as may involve the manufacture or production of the materials being furnished.
- C. If required by the Engineer, the Contractor shall arrange for acceptable workspace in or near the plant for use by the Inspector. Such space shall be independent of space used by the material producer.
- D. The Contractor shall give the Engineer sufficient advance notice of production schedules to permit making necessary arrangements.
- E. Adequate safety measures shall be provided and maintained.

The right is reserved by the City to retest or reinspect plant-inspected materials after delivery to the jobsite and to reject any materials that are found not to comply with contract requirements.

108.4 Samples and Tests

To ascertain if materials comply with contract requirements, samples shall, at the discretion of the Engineer, be taken at the source or at job destination, and as often as the Engineer deems it advisable or necessary. The taking of samples shall be in accordance with standard practices, except where methods and procedures for sampling a material are set forth in the Specifications.

The Contractor shall furnish without charge all samples required by the Engineer and shall afford such facilities as may be required for collecting and forwarding them. The Contractor may be required to furnish, when requested by the Engineer, a written statement giving the origin, composition or process of manufacture of a material.

In lieu of making tests, the Engineer may, in the case of commercial products, accept the manufacturer's Certified Report of Test of Analysis or a Certificate of Compliance. The samples for the tests or analyses report in the Certified Report of Test or Analysis may be those normally obtained in a formal product quality control program or obtained to represent the specific lot of material furnished when no formal control program is in effect, or those required to be obtained by Specifications.

Unless otherwise provided in the Contract, it shall be the intent of these Specifications that conformity of materials to the specified requirements shall be at the time, or just prior to the time, they are incorporated into the work.

All tests shall be made in accordance with the methods described and designated herein or in the Contract. Unless otherwise designated, reference to various standard specifications and test methods shall be understood to mean the specifications or test method that is current on the date of advertisement of bids.

Sampling and testing personnel shall have personnel that are ACI-certified to perform sampling, testing, and documentation.

108.5 Shop Drawings

When specified in the Specifications and prior to fabrication or installation, the Contractor shall submit shop drawings for approval directed to the Engineer.

Shop drawings shall include layout details, schedule, setting instructions, and manufacturer's literature. Shop drawings shall be identified with the name of project numbered consecutively and bear the stamp of approval of the Contractor as evidence that all drawings have been checked by the Contractor for accuracy and compatibility with Contract requirements. Drawings not checked and noted will be returned without being examined. Shop drawings for each part of work shall be complete in one submittal; partial submittals will not be considered.

If information on previously submitted drawings is altered, in addition to the notations made by the Engineer, the Contractor shall bring all changes to the attention of the Engineer. Corrections or changes indicated on reviewed shop drawings shall not be considered an order for extra work.

Shop drawings will not be considered reviewed unless they bear the stamp of approval and signature of the Engineer. Drawings will be reviewed for general design only. Dimensions and fit of units of various parts and components shall be the Contractor's responsibility.

Failure to submit required information at or prior to the preconstruction meeting could delay the start of the Contract. A delay in the Contract start date due to late submittals will not be grounds for a completion date extension.

108.6 Storage of Materials

Materials shall be so stored as to insure the preservation of their quality and suitability for the work. Stored materials, even though approved before storage, shall be subject to inspection prior to their use in the work and shall meet the requirements of the Contract at the time they are used. Stored materials shall be located so as to facilitate inspection. With the Engineer's approval, portions of the right-of-way not required for public travel may be used for storage purposes for materials and equipment. The Contractor shall provide any additional space required for storage at the Contractor's expense.

All materials or equipment to be used in construction shall be stored on site or at a Contractor's site, but not on private property. If material or equipment is stored outside of the right-of-way or construction work limits, the Contractor shall supply the Engineer with written notice of agreement with the appropriate landowner(s) including a restoration plan. A reasonable amount of material or equipment that will be used immediately during construction may be stored adjacent to the work site, but only to the extent that is absolutely necessary to avoid delay in construction. Temporary erosion control measures (silt fences, erosion bales, rock filled erosion control bags, or inlet protection) shall be used around or down grade of all stockpiled topsoil, crushed stone, fill material, and/or borrow material.

108.7 Defective Materials

All materials that are not in conformity with the requirements of the Specifications shall be considered defective and shall be rejected. Contractor shall remove rejected materials from the site of the work unless otherwise permitted by the Engineer. Any defective materials that have been subsequently corrected shall not be used or accepted until reevaluated and approved by the Engineer.

Materials that have been incorporated in the work and subsequently found to be defective may be left in place with the permission of the Engineer, after the Engineer's determination of materials produced are acceptable. An appropriate deduction will be made in the contract price for such materials or for the work in which such defective materials are incorporated.

108.8 Care of Materials Supplied by City

The Contractor shall be responsible for the care and protection of all materials furnished to the work site by the City.

The Contractor shall inspect all materials upon delivery and shall immediately notify the Engineer if any is found defective. The City will substitute new material for any defective material.

108.9 Operations and Maintenance Manuals

When specified in the Specifications, the Contractor shall provide the Engineer with three (3) Operation and Maintenance Manuals covering each item of equipment installed under the Contract. Manuals shall be delivered to the Engineer for approval prior to job completion. Final payment will not be made until manuals have been received and approved.

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SECTION 109 MEASUREMENT AND PAYMENT

109.1 Measurement of Quantities

All work completed under the Contract will be measured by the Engineer according to the United States customary units. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those specified for the various items elsewhere in the Standard Specification, special provisions, or methods generally recognized as conforming to good engineering practice.

The completed work will be measured for final payment by the Engineer to determine the quantities of such items of work performed, except when contract change orders have been executed providing for other methods of measurement. The Contractor will be paid for the actual amount of work performed in accordance with the Contract, as shown by the final measurements or upon the basis of plan quantities.

109.2 Accuracy of Pay Units

Quantities of pay items are measured and reported by the unit of measure, such as cubic yard, square yard, linear foot, square foot, ton, etc., as designated in the contract for the item. The engineer is to accurately measure constructed contract items and carefully check the computations before submittal of each pay estimate.

Report measured items to the nearest tenth (0.1) unit of measure in each item for a progress payment unless otherwise specifically required in the contract. For work order-based contracts payment will be made with the values on each work order. Lump Sum bid items will be paid as a whole unit.

109.3 Application for Payment

Once each month (provided that a payment of \$10,000 or more becomes due, which amount may at the discretion of the Engineer be reduced for contracts of \$50,000 or less) the Contractor will prepare an estimate of the quantities of work performed and the value thereof at Contract or agreed unit or lump sum prices. The estimate and application for payment shall be prepared on forms provided by the Engineer. The City will issue a partial payment after review and acceptance of the estimate by the Engineer.

109.4 Scope of Payment

The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, and equipment necessary for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Engineer; and for all insurance, compensation and risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for any infringement of patent, trademark, or copyright; and for completing the work

according to the contract.

The payment of any current estimate prior to final acceptance of the work by the City shall in no way constitute an acknowledgement of the acceptance of the work nor in any way prejudice or affect the obligation of the Contractor to repair, correct, renew or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under Contract and its appurtenances, or any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final inspection or acceptance of the work. The Engineer shall be the sole judge of such defects, imperfections or damage and the Contractor shall be liable to the City for failure to correct the same as provided herein.

In accordance with Section 779.15 of the Wisconsin Statutes no monies, payable under the Contract, or any part thereof, shall become due and payable until the Contractor shall satisfy to the City that they have fully settled or paid for all materials and equipment used in or upon the work and labor done in connection therewith, and the City, if it so elects, may pay any or all such bills, wholly or in part, and deduct the amount or amounts so paid from any partial or final estimate, excepting the first estimate.

109.5 Partial Payments

Partial payments based on the value of the work performed or materials furnished, at Contract or agreed unit or lump sum prices, will be made to the Contractor as the work progresses, except that partial payments will not be made as long as the Contractor fails to comply with any order given the Contractor by the Engineer in accordance with the Contract.

The quantities included shall be computed to reflect the approximate amount of work completed, or substantially completed under each of the pertinent Contract items to the date of the estimate less, in each case, an allowance adequate to cover contingencies and costs still to be incurred incident to finishing, maintaining, repairing and restoring the work, and to cover possible variations between the Contract and final quantities in instances where Contract quantities are used as a basis for the estimate.

The Engineer may, upon presentation by the Contractor of receipted, bills, freight bills or other satisfactory evidence of payment, include in the estimate prepared for partial payment the value of nonperishable materials that are to form a part of the completed work, produced or purchased, and delivered and stored in the vicinity of the work at such location where they will be available for ready incorporation into the work. The amounts paid for materials shall be deducted from the amount of other partial or final payments due to the Contractor for the work performed as the materials are incorporated into the completed work.

From the total amount of the estimate, determined as provided above, there shall be deducted an amount equal to 5% of said estimate to be retained by the City until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor until after the completion of the entire contract and final acceptance of the work.

Should any defective work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed previous to the final acceptance and payment, there will be deducted from the first estimate rendered after the discovery of such work an amount equal in value to the defective or questioned work, and this work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed.

All material and work covered by partial payments made thereupon become the property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the City to require the fulfillment of all terms of the contract.

109.6 Overpayments and Setoffs

The Contractor shall promptly, upon receipt of written notice from the Engineer, refund any overpayments received thereby. Should Contractor not timely comply with said request, Contractor shall pay interest for said amount at the rate of one (1%) percent per month on the unpaid balance, until paid in full.

Where any deductions from forfeitures of payment in connection with work under the Contract are duly and properly declared or imposed against the Contractor, in accordance with the terms of the Contract, State laws or Ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as part in such amount.

109.7 Final Waiver of Liens

At the completion of the Contract, and prior to final payment, the Contractor shall submit signed final Waivers of Lien, on a form acceptable to the Engineer, for themselves, subcontractors and material suppliers.

109.8 Acceptance and Final Payment

When the project has been completed and accepted by the Engineer, the Engineer will prepare the final estimate of the quantities of the various classes of work performed. After the Contractor reviews and accept the estimate, and after acceptance of the project by the City Council, the Contractor will be paid the entire sum found to be due after deducting all previous payments and all amounts to be deducted under the provisions of the Contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

The making of final payment shall not release the surety nor constitute a waiver of rights by the City. The guarantee in Subsection 105.14 is cumulative and not exclusive.

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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.9

To approve the request by Department of Public Works to enter into a Professional Services Agreement with ECS Midwest, LLC in the amount of \$25,206.00 for Geotechnical Soil Exploration for 2024 reconstruction projects.

BACKGROUND

Each year Department of Public Works hires a Soils Consultant to drill soil borings adjacent to and in roadways that are scheduled as part of the following year's reconstruction program. The soil borings are used in the design process to verify existing soil conditions.

RECOMMENDATION

DPW recommends entering into an agreement with ECS Midwest, LLC in the amount of \$25206.00.

FISCAL IMPACT

This work is covered by the construction costs for the projects.

ATTACHMENTS

None



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.10

To receive and place on file the award of contract SEWERS I-23 MINI-SEWERS to Highway Landscapers, Inc. in the amount of \$468,281.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Results SEWERS I-23 MINI SEWERS

SEWERS 1-23 MINI-SEWERS

Quest Number: 8561140

Closing Date: Tue, 07/11/2023 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Kyle Vander Loop
Email:	kyle.vanderloop@greenbaywi.gov
Phone:	920-448-3110
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Highway Landscapers, Inc.	Tim Pagel	920-759-1701	tpagel@highway.email	\$ 468,281.00		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 582,219.20		
Carl Bowers & Sons Const. Co., Inc.	bill bowers	920-766-2629	carlbowersconstruction@newbc.rr.com	\$ 747,215.00		



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.I I

To receive and place on file the award of contract ASPHALT PAVING 2023 to MCC Inc. in the amount of \$295,220.04.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Result ASPHALT PAVING 2023

ASPHALT PAVING 2023

Quest Number: 8555065

Closing Date: Tue, 06/27/2023 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Robbie Woldt
Email:	robbie.woldt@greenbaywi.gov
Phone:	920-448-3109
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
MCC, Inc.	Alicia Marx	920-749-3360	bidding@murphyinc.org	\$ 295,220.04		
Northeast Asphalt, Inc.	Mary Jorgensen (PMA)	920-757-2900	neaquote@walbecgroup.com	\$ 510,210.75		



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.12

To receive and place on file the award of contract SEWERS 2-23 BASIN REPAIRS to Vinton Construction Company in the amount of \$1,243,438.45.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Results SEWERS 2-23 BASIN REPAIRS

SEWERS 2-23 BASIN REPAIRS

Quest Number: 8565408

Closing Date: Tue, 07/11/2023 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Dylan Ferron
Email:	dylan.ferron@greenbaywi.gov
Phone:	920-448-3096
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 1,243,438.45		
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSCcontractors.net	\$ 1,248,000.00		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 1,287,076.00		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	\$ 1,391,985.78		



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.13

To receive and place on file the award of contract PAVEMENT 4-23 BERNER STREET RECONSTRUCTION to PTS Contractors, Inc. in the amount of \$1,886,000.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUESTCDN_Project Bid Results

PAVEMENT 4-23 BERNER STREET RECONSTRUCTION

Quest Number: 8582889

Closing Date: Tue, 08/01/2023 02:00 PM CDT

Posting Type: Construction Project

Owner Name:	Green Bay WI, City of
Owner Contact:	Steven Grenier, P.E.
Owner Phone:	920-448-3100
Solicitor Name:	Green Bay WI, City of
Contact:	Ting Thompson-Eagan
Email:	Ting.Thompson-Eagan@greenbaywi.gov
Phone:	920-448-3103
Award Date:	
Comments:	
Award Status:	Pending
Letting Bid Tabulation:	View on vBid

Company	Contact	Phone	E-mail	Amount	Awarded	Comment
PTS Contractors, Inc	Jeannie Petasek	920-468-5217	JPetasek@PTSContractors.net	\$ 1,886,000.00		
Dorner Inc.	Tina Aschenbrenner	920-845-2442	tina.asch@dornerinc.com	\$ 2,106,551.03		
DE GROOT, INC.	MARK DE GROOT	920-866-2348	mark@degrootinc.com	\$ 2,358,339.33		
Advance Construction Inc.	Paul Kultgen	920-434-3978	pkultgen@advconst.net	\$ 2,451,247.90		
Vinton Construction Company	Estimating at Vinton Construction	920-682-0375	quotes@vintonwis.com	\$ 2,636,926.30		



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.14

To receive and place on file the non-award of contract PARKS 8-23 JOANNES AQUATIC CENTER REROOFING.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - No Bids Received (Public)

CITY OF GREEN BAY, WISCONSIN

SUMMARY OF BIDS FOR CONTRACT

PARKS 8-23 JOANNES AQUATIC CENTER REROOFING

Tuesday, August 8, 2023

Contractor	Bid	Bid Bond
No Bids Received		
Any questions, call 920-448-3100		



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # M.15

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

A. Granting of Licenses

1. Sidewalk Builder

a. Jerry Parham

2. Underground Sprinkler System

a. Rain Master Irrigation Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # N.I

To approve a change of agent for Marcus Cinemas of Wisconsin, LLC (Marcus Cinemas Green Bay East) at 1000 Kepler Dr.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1000 KEPLER DR



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # N.2

To grant an application for an available "Class B" Liquor & Class "B" Beer license for BE's Refreshments, Inc. at 850 Kepler Dr. Suite 2 with a license premises description as "Wedding Venue and Conference Center. Building has one large room with a bar and two conference rooms. We will be hosting weddings as well as business events and dinners. Alcohol will be sold and consumed in the main wedding hall, the hallway, the conference rooms. Alcohol will be stored in the beverage cooler as well as bar area in the main wedding hall, with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-08-2 850 Kepler
2. 850 KEPLER
3. 850 KEPLER-NO MORATORIUM, NO 300 FEET
4. 850 KEPLER DRIVE-WITHDRAW OF PATIO

Find a Parcel

Current Parcel: 21-7900

 **850 KEPLER DR**

(850 KEPLER DR, Suite B)

CS KEPLER LLC

3780 COPPER OAK CR GREEN BAY WI 54313

[Assessment Records](#)

[Zoning and Districts](#)

[Brown County Parcel Data](#)

[Inspection Records](#)

[Special Assessments](#)

[Requests For Service](#)

[Police Calls](#)

Zoning and Districts

AlderPerson

Zoning and Districts

Alt Boundary Electrical Inspector: E	Industrial: I-43 Business Center	Community Development Block Grant Area: N/A
SB621 Wards: 6	Business Improvement District: N/A	Archeological: N/A
Opportunity Zone: N/A	Wellhead Zoning: N/A	Historic District: N/A
Zoning: RR (Rural Residential)	Central Business District: N/A	Liquor Moratorium Area: N/A
Conditional Use Zoning: N/A	Development Districts: N/A	Neighborhood Association: N/A
Planned Unit Development Zoning: PUD	Tax Increment Finance District: 12	

Flood

FIRM Panel: 55009C0277F	Floodway: N/A	Static Base Flood Elevation: N/A
Floodplain: N/A	LOMA: N/A	

Voting

	2021	2011
Ward	6	7
Alderperson	2	2
County Supervisor	2	2

City Service Districts

Forest District: E18	Residential Snow Route: 29B	Fire District: GN5C
Assessment District: 120	Police District: D2	Inspection Area: 4
Sanitation Route: 305 (Wednesday)		

Schools

Elementary School: McAuliffe
Middle School: Edison
High School: Preble

RE: 300'



Jon LeRoy

To  Paul Van Calster;  David Buck

Cc  Jaime Fuge

Retention Policy 7 Year Email Retention Policy (7 years)

Hiya

850 Kepler: Not within 300 feet

324 N Roosevelt: Less than 300 feet from a school, not within 300 feet of a church

1911 University: not within 300 feet

Jon LeRoy

Zoning Administrator

Senior Planner

City of Green Bay

Department of Community & Economic Development

920.448.3405

jon.leroy@greenbaywi.gov

Find a Parcel

Current Parcel: 21-7900

 **850 KEPLER DR**

(850 KEPLER DR, Suite B)

CS KEPLER LLC

3780 COPPER OAK CR GREEN BAY WI 54313

[Assessment Records](#)

[Zoning and Districts](#)

[Brown County Parcel Data](#)

[Inspection Records](#)

[Special Assessments](#)

[Requests For Service](#)

[Police Calls](#)

Zoning and Districts

AlderPerson

Zoning and Districts

Alt Boundary Electrical Inspector: E	Industrial: I-43 Business Center	Community Development Block Grant Area: N/A
SB621 Wards: 6	Business Improvement District: N/A	Archeological: N/A
Opportunity Zone: N/A	Wellhead Zoning: N/A	Historic District: N/A
Zoning: RR (Rural Residential)	Central Business District: N/A	Liquor Moratorium Area: N/A
Conditional Use Zoning: N/A	Development Districts: N/A	Neighborhood Association: N/A
Planned Unit Development Zoning: PUD	Tax Increment Finance District: 12	

Flood

FIRM Panel: 55009C0277F	Floodway: N/A	Static Base Flood Elevation: N/A
Floodplain: N/A	LOMA: N/A	

Voting

	2021	2011
Ward	6	7
Alderperson	2	2
County Supervisor	2	2

City Service Districts

Forest District: E18	Residential Snow Route: 29B	Fire District: GN5C
Assessment District: 120	Police District: D2	Inspection Area: 4
Sanitation Route: 305 (Wednesday)		

Schools

Elementary School: McAuliffe
Middle School: Edison
High School: Preble

RE: 300'



Jon LeRoy

To  Paul Van Calster;  David Buck

Cc  Jaime Fuge

Retention Policy 7 Year Email Retention Policy (7 years)

Hiya

850 Kepler: Not within 300 feet

324 N Roosevelt: Less than 300 feet from a school, not within 300 feet of a church

1911 University: not within 300 feet

Jon LeRoy

Zoning Administrator

Senior Planner

City of Green Bay

Department of Community & Economic Development

920.448.3405

jon.leroy@greenbaywi.gov



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # N.3

To grant an application for a "Class B" Liquor & Class "B" Beer license for Rockyz Taqueria LLC at 1679 Main St. with license premises described as "serve in the dining rm, stored in a separate area in a separate room," with the approval of the proper authorities. (Currently, license is granted for the 23-24 year to Rogelio Perez Jr).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1679 MAIN ST APPLICATION
2. SIGNED STIPULATION AGREEMENT.AYRESS.1679 MAIN



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # N.4

To grant a reserve "Class B" Liquor license for Allegedly LLC at 2056 Main St. Suite A with a license premises description as "alcohol will be sold in the main bar area and it will be stored in our back coolers and in our coolers we have behind the bar," with the approval of the proper authorities (Currently licensed as Allegedly LLC with a Class "B" Beer license).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-08-02 2056 Main
2. NOT WIN 300 FEET-NO MORATORIUM-2056 MAIN

RE: 2056 Main St.



Jon LeRoy

To Jaime Fuge; David Buck

Retention Policy 7 Year Email Retention Policy (7 years)

You replied to this message on 8/11/2023 9:36 AM.

Hi Jaime

That location is not within 300 feet of a church, school, or hospital.

Jon LeRoy

Zoning Administrator

Senior Planner

City of Green Bay

Department of Community & Economic Development

920.448.3405

jon.leroy@greenbaywi.gov

Find a Parcel

Current Parcel: 21-1361-3-6

2056 MAIN ST

C&H ENTERPRISES LLC

C/O MATTHEW R OLSON; C & H ENTERPRISES LLC 3472 AMBER LN GREEN BAY WI 54311

[Assessment Records](#)

[Zoning and Districts](#)

[Brown County Parcel Data](#)

[Inspection Records](#)

[Special Assessments](#)

[Requests For Service](#)

[Police Calls](#)

Zoning and Districts

[AlderPerson](#)

Zoning and Districts

Alt Boundary Electrical Inspector: E	Industrial: N/A	Community Development Block Grant Area: CDBG
SB621 Wards: 10	Business Improvement District: N/A	Archeological: N/A
Opportunity Zone: N/A	Wellhead Zoning: N/A	Historic District: N/A
Zoning: C2 (Highway Commercial)	Central Business District: N/A	Liquor Moratorium Area: N/A
Conditional Use Zoning: CUSE	Development Districts: N/A	Neighborhood Association: Imperial Pride
Planned Unit Development Zoning: N/A	Tax Increment Finance District: N/A	

Flood

FIRM Panel: 55009C0276F	Floodway: N/A	Static Base Flood Elevation: N/A
Floodplain: N/A	LOMA: N/A	

Voting

	2021	2011
Ward	10	12
Aldersperson	3	3
County Supervisor	5	5

City Service Districts

Forest District: E10	Residential Snow Route: 15B	Fire District: GN5B
Assessment District: 140	Police District: D1	Inspection Area: 4
Sanitation Route: 405 (Thursday)		

Schools

Elementary School: Eisenhower
Middle School: Edison
High School: Preble



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # N.5

To grant an application for an available "Class B" Liquor & Class "B" Beer license for Baker & Mac Arthur, Inc. at 324 N. Roosevelt St. with a license premises description as "bar, locked storage, 2 bathrooms, back, locked storage unit, basement, with the approval of the proper authorities. To grant a waiver and approve a licensed establishment within 300' of a school (requires 2/3 vote of Council). (Previously licensed as Ramis River Run, LLC until May 24, 2023).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-08-02 324 N Roosevelt
2. SIGNED CLASS B LICENSE STIPULATION.STROJNYM.378-324 n ROOSEVELT
3. 300 FEET OF SCHOOL, MORATORIUM
4. olde main moratorium 10-23-07

Current Parcel: 14-338

324 N ROOSEVELT ST

(322 N ROOSEVELT ST)
A & J INVESTMENT PROPERTIES LLC
1111 CORMIER RD GREEN BAY WI 54304

[Assessment Records](#)

[Zoning and Districts](#)

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Zoning and Districts

[AlderPerson](#)

Zoning and Districts

Alt Boundary Electrical Inspector: E	Industrial: N/A	Community Development Block Grant Area: CDBG
SB621 Wards: 25	Business Improvement District: Olde Main Street	Archeological: N/A
Opportunity Zone: N/A	Wellhead Zoning: N/A	Historic District: N/A
Zoning: C1 (General Commercial)	Central Business District: N/A	Liquor Moratorium Area: OLDE MAIN STREET
Conditional Use Zoning: N/A	Development Districts: N/A	Neighborhood Association: Joannes Park
Planned Unit Development Zoning: PUD	Tax Increment Finance District: 11	

Flood

FIRM Panel: 55009C0188F	Floodway: N/A	Static Base Flood Elevation: N/A
Floodplain: N/A	LOMA: N/A	

Voting

	2021	2011
Ward	25	27
Alderpersion	7	7
County Supervisor	4	6

City Service Districts

Forest District: E4	Residential Snow Route: 3A	Fire District: GN2A
Assessment District: 150	Police District: C1	Inspection Area: 3
Sanitation Route: 109 (Monday)		

Schools

Elementary School: Howe
Middle School: Washington

RE: 300'



Jon LeRoy

To  Paul Van Calster;  David Buck

Cc  Jaime Fuge

Retention Policy 7 Year Email Retention Policy (7 years)

Hiya

850 Kepler: Not within 300 feet

324 N Roosevelt: Less than 300 feet from a school, not within 300 feet of a church

1911 University: not within 300 feet

Jon LeRoy

Zoning Administrator

Senior Planner

City of Green Bay

Department of Community & Economic Development

920.448.3405

jon.leroy@greenbaywi.gov

RESOLUTION LIMITING THE NUMBER
OF LICENSED ESTABLISHMENTS IN THE
OLDE MAIN STREET BUSINESS IMPROVEMENT DISTRICT

October 23, 2007

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council is concerned with the present high concentration of Class "B" liquor license establishments in the Olde Main Street Business Improvement District, which can impair the public peace, safety, welfare, and order in this area; and

WHEREAS, pursuant to the powers reserved under Ch. 125 Wis. Stats., the Common Council wishes to limit the number of Class "B" Beer and Class "B" Combination Liquor Licenses, issued to establishments in and around the area of the Olde Main Street Business Improvement District; and

WHEREAS, it is the intent of this resolution to allow present Class "B" liquor license establishments to sell, maintain, renew or transfer their licenses within such area.

NOW, THEREFORE, BE IT RESOLVED:

1. Limitation Area. Any property within the following-described area:

All of Lots 154 through 162, Lots 169 through 191, Lots 193 through 231, Lots 262 through 294, Lots 301 through 322, Lot 402, Lots 420 through 422, Lots 435 through 438, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 7, Page 287, being part of Lot 205, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 12, Page 197, Brown County Records, being part of Lot 180, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 25, Page 180, Brown County Records, being part of Lots 169 and 170, Plat of Navarino. Also, all of Lots 1 through 5, Subdivision of Lots 192, 434, and the north 2 feet of Plat of Navarino. Also, all of Lots 68 through 152 and the tract of land described in Volume 145, Page 405, Brown County Records, Whitney's Addition to Navarino. Also, all of Lots 1 through 8, Lots 99 through 105, Lots 108 through 114, Lots 143 through 150, Plat of Oak Grove. Also, that part of Private Claim 2, east side of Fox River, lying within the area formerly known as Lots 295 through 300, Plat of Navarino. Also, that part of the Plat of Navarino, Whitney's Addition to the Plat of Navarino and the Plat of Oak Grove as described in Jacket 4589, Image 26, being part of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company so called alley track and Cedar Street Spur. Also, that part of any vacated street or alley right-of-way

adjacent to the lands described above located in said Plat of Navarino, Subdivision of Lots 192, 434, and the north 2 feet of Plat of Navarino, Whitney's Addition to Navarino, and Private Claim 2, east side of Fox River. All located in the City of Green Bay, Brown County, Wisconsin. Excepting the south 130 feet of said Lot 402, Plat of Navarino. Also, excepting the south 125 feet of the east 46 feet of said Lot 422, Plat of Navarino (see attached map).

2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer Class "B" Beer License or Class "B" Combination Liquor License 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" Beer 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" Beer 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. Termination of the prior licensee's lease for the premises; or
- iii. 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" Beer 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" Beer 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" Beer or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Beer 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 10/23/07

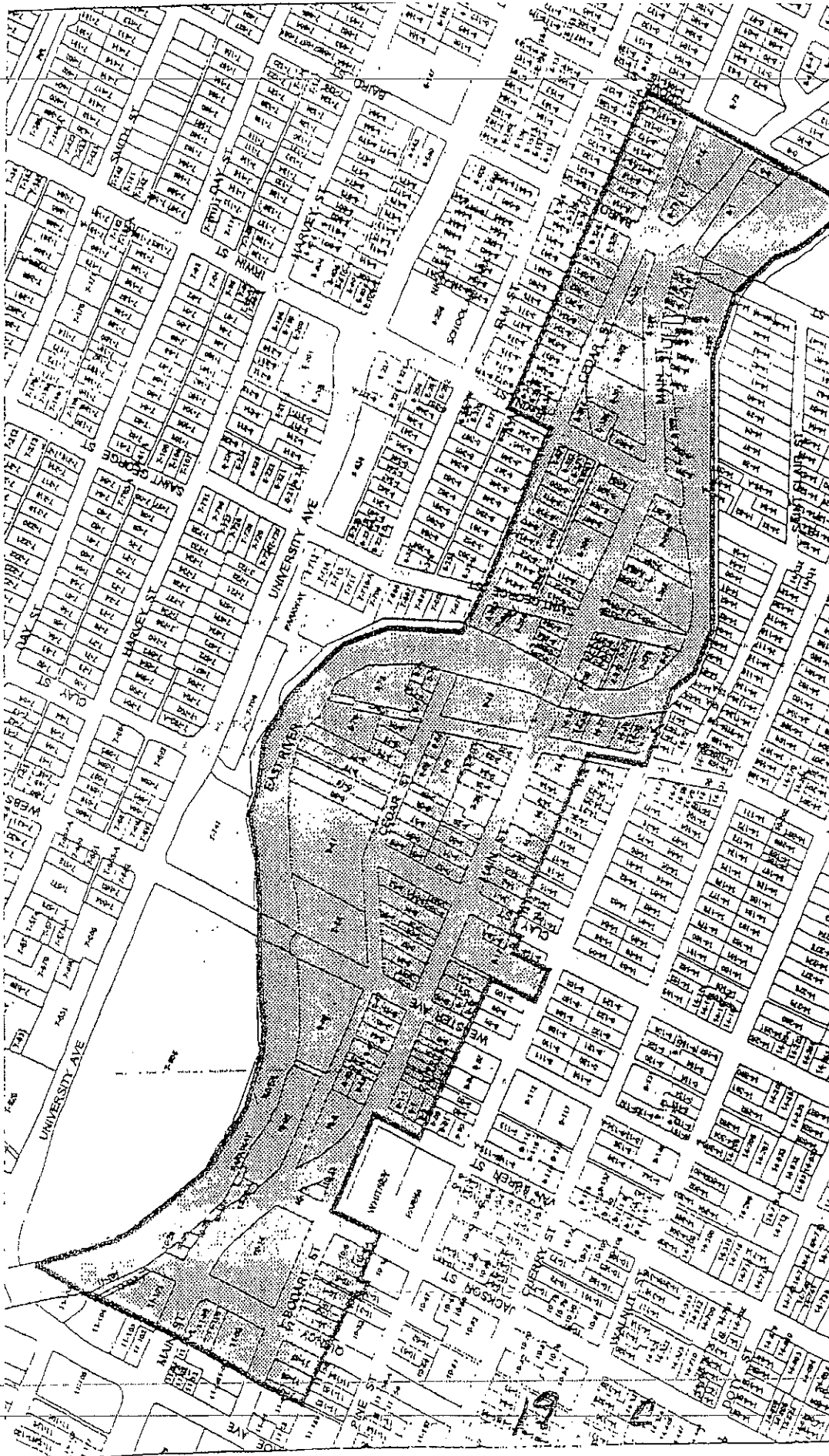
Approved 10/24/07

Mayor

Clerk

bc

Attachment - Map



Old Main Street Business Improvement District



BID Boundary



Map produced by the
Green Bay/Brown County Planning Department
Printed: November 17, 1998



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # N.6

To grant a "Class B" Liquor and Class "B" Beer license for Vic Theatre Green Bay, LLC at 217 E. Walnut Ave. with a license premises description as "second-floor conference room and theater entrance," with the approval of the proper authorities (Filed June 30, 2023 and previously licensed as Confetti's, Inc. during the 22-23 license year)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ORG APP
2. Downtown Moratorium 2-16-98
3. STIPULATION AGREEMENT.CARLSONC217 e walnut
4. 217 e walnut

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN AND AROUND
THE 200 BLOCK OF NORTH WASHINGTON STREET

Green Bay, Wisconsin
February 16, 1998

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council of the City of Green Bay is concerned with the present high concentration of licensed establishments in and around the area of the 200 block of North Washington Street. The high concentration of these establishments in this area has impaired the public peace, safety, welfare, and order; and

WHEREAS, there are currently seven establishments which hold a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License. The names and addresses of said establishments are:

Candlestick Lounge	119 North Adams St.
C Street	312 Cherry St.
Confetti's Club	217 East Walnut St.
Oasis	201 North Washington St.
Brewbaker's Pub	209 North Washington St.
Sowerby's Public House	217 North Washington St.
Maloney's Pub	219-221-223-225 North Washington St.

WHEREAS, pursuant to the powers reserved under Ch. 125 Wis. Stats., the Common Council wishes to limit the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses, issued to establishments in and around the area of the 200 block of North Washington Street; and

WHEREAS, it is the intent of this resolution to allow present Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses to sell, maintain, renew or transfer their licenses within such area.

NOW, THEREFORE, BE IT RESOLVED:

1. Limitation Area. Any property within the following-described area:
 - a. North Boundary: The center line of Pine Street;
 - b. East Boundary: The center line of Monroe Avenue;
 - c. South Boundary. The center line of East Walnut Street.
 - d. West Boundary: The east shore of the Fox River.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN AND AROUND
THE 200 BLOCK OF NORTH WASHINGTON STREET

Page 2

2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License 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 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. Termination of the prior licensee's lease for the premises; or
 - iii. 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.

19a

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN AND AROUND
THE 200 BLOCK OF NORTH WASHINGTON STREET
Page 3

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 _____

Approved _____

Mayor

Clerk

LMS:bc

196.

Find a Parcel

Current Parcel: 12-121

217 E WALNUT ST

(217-221 E WALNUT ST, 221 E WALNUT ST)
VIC THEATRE GREEN BAY LLC
130 E WALNUT ST, #607 GREEN BAY WI 54301

Assessment Records

Zoning and Districts

Brown County Parcel Data

Inspection Records

Special Assessments

Requests For Service

Police Calls

Zoning and Districts

AlderPerson

Zoning and Districts		
Alt Boundary Electrical Inspector: E	Industrial: N/A	Community Development Block Grant Area: CDBG
SB621 Wards: 33	Business Improvement District: Downtown Green Bay, Inc.	Archeological: N/A
Opportunity Zone: N/A	Wellhead Zoning: N/A	Historic District: Downtown
Zoning: D2 (Downtown Two)	Central Business District: CBD	Liquor Moratorium Area: WASHINGTON ST
Conditional Use Zoning: N/A	Development Districts: N/A	Neighborhood Association: Downtown
Planned Unit Development Zoning: PUD	Tax Increment Finance District: 5	

Flood		
FIRM Panel: 55009C0169F	Floodway: N/A	Static Base Flood Elevation: N/A
Floodplain: N/A	LOMA: N/A	



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # N.7

To deny an application for a "Class B" Liquor & Class "B" Beer license for Taste of the South on Wheels LLC at 114 S. Broadway with a license premises description as "behind bar, in kitchen, in basement" (Filed June 30 and previously licensed as Green Dragon during the 22-23 license year), subject to the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 114 S BROADWAY ORG APP
2. stipulation agreement .ROBINSONDA.558 114 S BROADWAY
3. BROADWAY MORATORIUM
4. Broadway Moratoruim 9-16-97

Find a Parcel
Current Parcel: 3-105

 **112 S BROADWAY**
(112-114 S BROADWAY, 114 S BROADWAY)
BOSLEY PROPERTIES LLC
3323 LARGO RIDGE RD GREEN BAY WI 54311

[Assessment Records](#) [Zoning and Districts](#) [Brown County Parcel Data](#) [Inspection Records](#) [Special Assessments](#) [Requests For Service](#) [Police Cal](#)

[Zoning and Districts](#) [AlderPerson](#)

Zoning and Districts

Alt Boundary Electrical Inspector: W	Industrial: N/A	Community Development Block Grant Area: CDBG
SB621 Wards: 34	Business Improvement District: On Broadway, Inc	Archeological: N/A
Opportunity Zone: YES	Wellhead Zoning: N/A	Historic District: Broadway-Walnut
Zoning: D1 (Downtown One)	Central Business District: CBD	Liquor Moratorium Area: BROADWAY
Conditional Use Zoning: N/A	Development Districts: N/A	Neighborhood Association: Seymour Park
Planned Unit Development Zoning: PUD	Tax Increment Finance District: 5	

Flood

--

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 9 th 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

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 2

Hammer Inn
Thirsty's
Loch's Bar
Cropsey's Bar

1208 State Street
1234 State Street
1238 State Street
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.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 3

- 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.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 4

- 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 9/14/97

Approved 9/17/97

13/ David H. August
Mayor

13/ David H. August
Clerk

LMS:bc



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # N.8

To grant an appeal by John Rome, 1315 S. Oakland Ave., as to \$225, which will be credited to his account, subject to completion of the pending 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
4. 2023.08.14 PHOTOS

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](tel:(920)448-3331)

(f) [\(920\) 448-3117](tel:(920)448-3117)

(w) www.greenbaywi.gov









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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # N.9

Informational Only: The Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 23LiqVio
2. Report August 14 2023

2023 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Sukhjot (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

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: August 14, 2023

From July 24, 2023 to August 14, 2023, there have been no liquor violations, no DA referrals, no ordinance violations and no property referrals.

Sincerely,

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

sp



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

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # N.10

Informational Only: The Clerk Liquor Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 8.9.2023 CLERK'S OFFICE LIQUOR LICENSING REPORT

**Licenses Granted By Common Council, but not yet
Issued as of (8/9/2023):**

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	Jalisco Mexican Restaurant LLC	Jalisco Mexican Restaurant	2850 Humboldt Rd	Liquor License	Inspections, Payment Granted 8/1/2023
Class "B" Beer & "Class B" Liquor	At the Tracks, LLC	At the Tracks/Coalyard Coffee & Donuts	709 S. Broadway	Liquor Licenses	Inspections, Payment Granted 8/1/2023
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)-surrendered to Rockyz Taqueria LLC

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 4 license that has not yet been issued (see page 1).

The City will release 1 available liquor license into the pool. The City can take start taking applications for the available liquor license Wednesday, August 23, 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

August 22, 2023

PREPARED BY

AGENDA ITEM # N.I I

Informational Only: The release of one 2022-2023 available "Class B" Liquor & Class "B" Beer license to the pool due non-renewal (First and Bowl).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

August 22, 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

Anderson, Cameron	VanEnkenvoort, Nathan J
Baril, Brooke A	Vann, Corey L.
Buhr, Brenda L	Videle, Susan M
Bukouricz, Ann M	Williams, Stacy L
Burkard, Matthew J	Zills, Logan M
Conard, Tamara L	
Cravillion, Dean A	
Dellise, Hallie A	
Elbe, Cassandra J	
Endries, Evangeline J	
Fisher, Michael N	
Fuerst, Shonna D	
Genthe, Katie M	
Gregorich, Cameron E	
Heimerman, Lauren E	
Hoffman, Amy K	
Huempfner, Frances M.	
Jackson, Hannah C	
Kapse, Tanmay D	
McClellan, Kande S	
Munoz, Ana P	
Pleau, Rosemary	
Ruiz, Aranda M	
Ryczek, Megan M	
Schmitt, Shannon T	
Schuman, Teresa J	
Smith, Charlotte M	
Strehlow, Carl J	
Strope-Robinson, Sierra M	
Tolman, Brandin C	
Vandervest, Desiree L	



Report to the Green Bay Plan Commission

MEETING DATE

August 22, 2023

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # P.I

To hold until the September 11, 2023 meeting of the Plan Commission.

REFERRED BACK TO PLAN COMMISSION: (ZP 23-25) Consideration with possible action on a request by Basudev Adhikari of Green Bay Area Business Development LLC, applicant, Green Bay Retail Center, LLC, property owner for a Conditional Use Permit to allow a convenience store, drive through restaurant and fueling/gas/service station use within a Downtown (DI) district at 201 N Monroe Avenue (Ald. R. Scannell, District 7).

BACKGROUND

Reason for Request: To permit the following uses within the DI District: convenience store, drive through restaurant and fueling/gas/service station.

NOTE: This item was referred back to Plan Commission following the August 1, 2023 Common Council.

Surrounding Zoning and Land Uses:

SUBJECT: Downtown (DI) - Former Bank Building

NORTH: Public Institutional - Brown County Central Library

SOUTH: Low Density Residential (RI) - Single and Two Family Residential

EAST: Downtown (DI) - Surface Parking Lot

WEST: Downtown (DI) - 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 uses. 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 DI 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 provided some updates since the July meeting including renderings and a conceptual space plan for the c-store lobby, restaurant, and business service center. 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. The gas pumps are planned to be located north of the existing building in the surface lot north of the store.

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. The applicant envisions an Indian 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 Traffic Impact Analysis (TIA) report.

Lengthy discussions occurred at the previous Plan Commission and Common Council meetings. Common Council has sent the item back to Plan Commission reviewing three main areas of concern:

1. The site is very close to child care facility. Encompass has a facility across the alley and three specific areas of concern were noted.

Off-gassing of fuel. In consultation with Department of Public Works, staff does not believe this is . The fuel pumps would be located within 100 feet of the outdoor playground for Encompass Childcare. For context, the three nearest elementary schools (Howe, Fort Howard, DaVinci) all have gas stations located on the same block or directly across the street.

2. Safety and hours of operation. Concerns have been noted for consumer and employee safety at the convenience store during overnight hours.

3. Liquor license analysis. The convenience store does not need to sell beer and alcohol. Other convenience stores exist in the city without liquor licenses. However, if the applicant so chooses to make those sales, they must apply for appropriate licensing. Existing city alcohol code notes that any portion of a building where sales would be located must be 300 feet from the main entrance of a school, church, or hospital. The existing southeastern portion of the building is within 300 feet of the First Church of Christ, Scientist. The northwestern portion of the building is within 300 feet of Encompass Day Care which is a site for 4K classes for the Green Bay Area Public School District. An applicant can request the Common Council to approve a liquor license within 300 feet of a church, school, or hospital.

With this in mind, staff recommends approval but has recommended adding a condition.

For safety concerns, staff has recommended traffic analysis, and a photometric lighting plan. Additionally, staff is limiting hours of operation from 10 pm until 5 am unless a minimum of two staff members are present at all times at a convenience store.

For the concerns of amount of gas pumps and off-gassing. Staff felt it was appropriate to cap the number of pumps to 6 total gas pumping stalls (3 pumps with a pump on each side). This is similar to the full amount at other locations in the near downtown which are near other schools. Staff did not make any further conditional recommendations.

For the concerns of a liquor license. As noted, a convenience store use does not require liquor/beer sales. It is optional, but the applicant has made clear that the site would like to sell alcohol. Existing code limits a liquor license on site without Common Council approval based on proximity to a church and school. If the applicant would like to pursue a liquor license, approvals for liquor licensing are at the discretion of the Common Council.

The applicant has provided three following pieces of information:

1) An updated conceptual site plan. Site plan updates note narrowed drive entrances along Monroe and Pine as well as an outdoor seating area for the restaurant use.

2) A presentation about the site giving further details and renderings of the redevelopment. Note: The presentation includes references to alcohol sales on site. The applicant must apply for a separate liquor license if they desire to sell alcohol on site.

3) An updated narrative/proposal letter from the applicant, Basudev Adhikari.

RECOMMENDATION

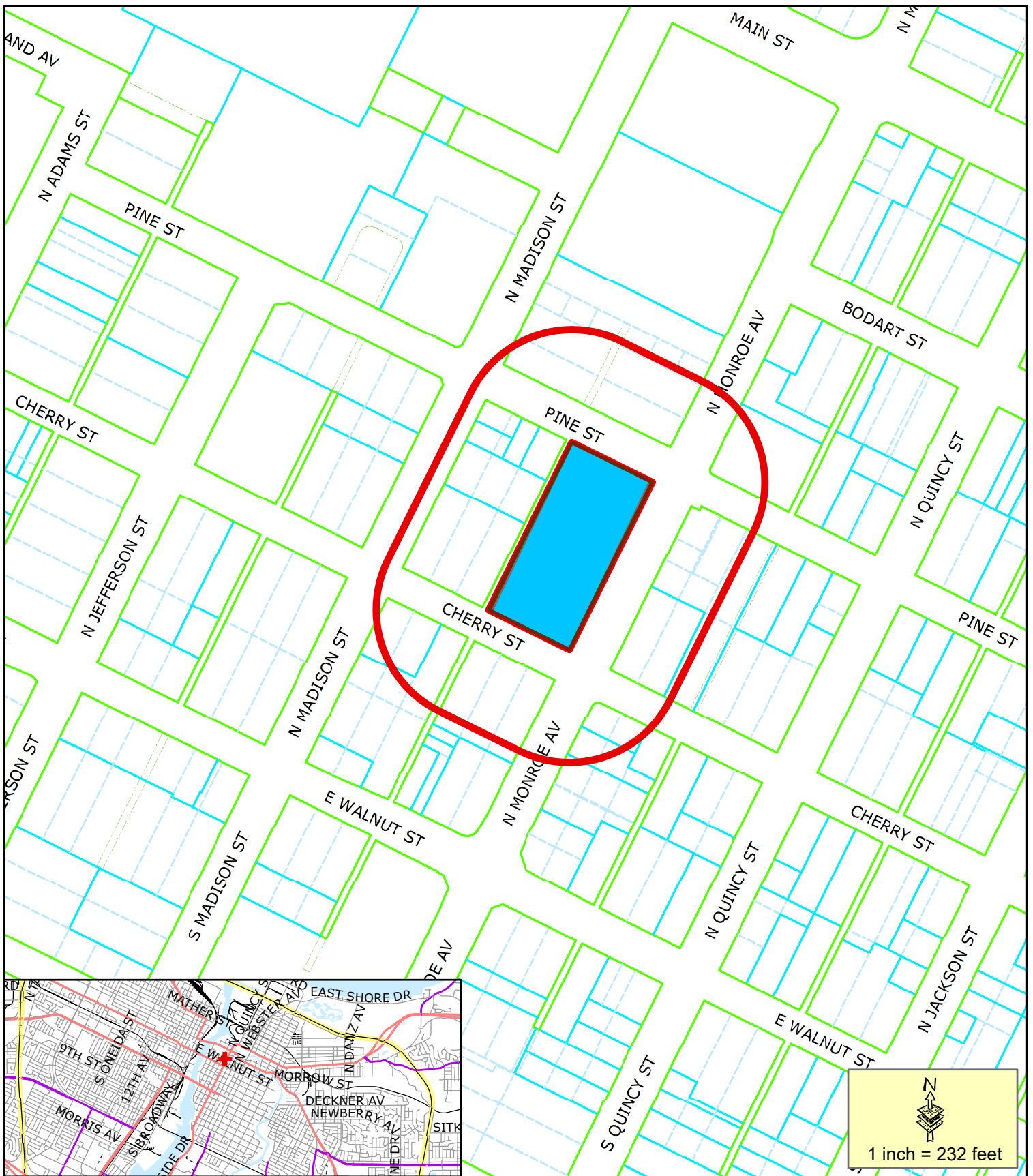
Approval of request, subject to:

- a. 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.
- b. A photometric plan providing lighting must be submitted and approved by both the Department of Community and Economic Development and the Police Department.
- c. A maximum of 3 gasoline fuel pumps (6 total gasoline pumping stations (3 pumping units x 2 sides per pump))
- d. A minimum of 3 electric vehicle (EV) charging stations.
- e. For any operations of the convenience store between 10pm and 5am, at least two employees must be present and staffed to commence operations.
- f. Compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. Property Map 23-25
2. ZP 23-25 Application
3. 23-25 M Trip Generation Forecast TIA Recommendation.djah (002)
4. 201 Proposal Letter Updated 8-08-23
5. 201 N Monroe Green Bay WI - 08-09-23 Conceptual Site Plan
6. 201 N Monroe Presentation Conditional Use 08.08.2023



 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



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 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: 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			Weekday PM Peak Hour		
				In % (Trips)	Out % (Trips)	Total Rate (Trips)	In % (Trips)	Out % (Trips)	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:

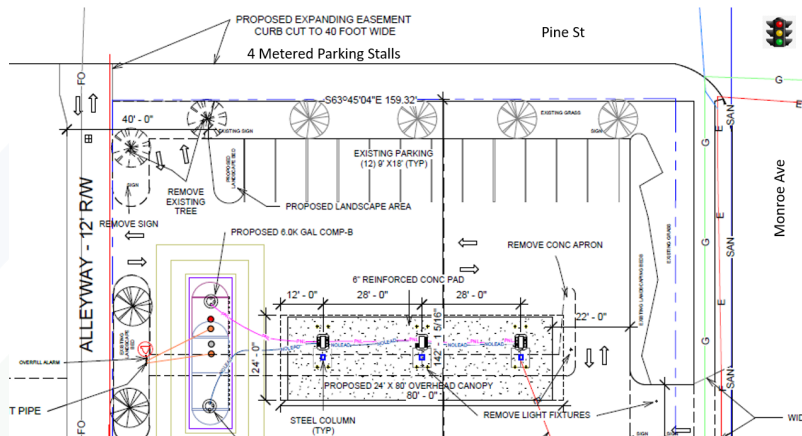
ADT =	8,900	Linked Trips =	10%
PHV (10% ADT) =	890	Pass-by Trips =	40%
Max Pass-by (10% of PHV) =	89		
AM Peak Pass-by =	56		
PM Peak Pass-by =	68		
Is any peak pass-by > max pass-by?	No	(If Yes, then decrease percentage of pass-by trips)	

Site Plan Review

The following comments are based on the preliminary site plan submitted by ProVisions.

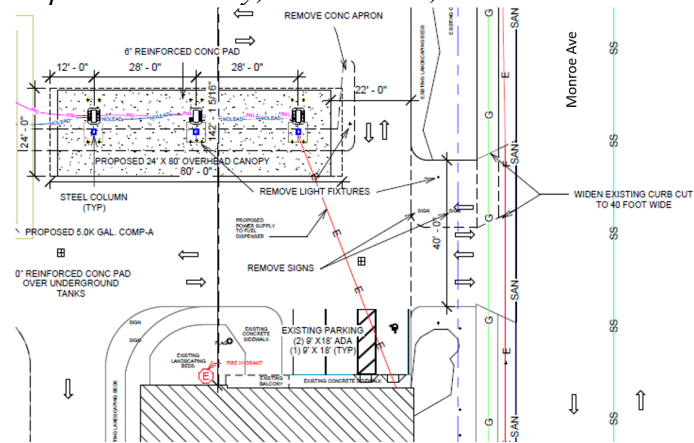
1. Pine St Driveway Access. The developer is proposing a 40 ft wide driveway access contiguous to and east of the existing alleyway access roughly midblock on Pine St between Madison St and Monroe Ave. The total driveway width including alleyway would be 40 ft. As a result, a minimum of one metered on-street 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.

Green Bay Area Business Development LLC

Basudev Adhikari
Member/Applicant
Green Bay Area Business Development LLC
916 Mulberry Lane
Kohler, Wisconsin 53044

August 8, 2023

**RE: Request for City Action Plan Commission
201 N Monroe Avenue, Green Bay, WI 54301**

Dear Jon LeRoy and To Whom it May Concern:

We are writing this letter to express our continued interest and intent to collaborate with The City of Green Bay, Community, and Businesses for the redevelopment of the subject property located at 201 N Monroe Avenue, Green Bay, WI 54301. We have experience in the mixed-use redevelopment projects in Green Bay and in surrounding communities, including but not limited to Sheboygan, Manitowoc, Kewaunee and Sturgeon Bay, will result in a transformative initiative.

Our plan for the redevelopment project entails a significant investment of approximately four (\$4,000,000) million dollars. The focus will be creating a high-end quality Convenience Store, Restaurant, Business Service Center with fuel and charging stations. This will cater to the needs of our on-the-go customers and visitors. Importantly, 30-35 new job opportunities in Downtown Green Bay will be created. The Convenience Store/Mini-Mart will bear the esteemed BP Flag, which will bring a sense of trust and excellence to the downtown area. Moreover, the UPS business, and packaging and shipping services will further contribute.

With the addition of the high quality and technologically advanced fueling pumps and vapor recovery systems provided by BP, studies have shown that the air quality is improved by 95% and lost vapors should not be a concern due to the auto shut off capabilities at the immediate source of the dispenser, and the filling sites.

We are also addressing any concerns with the service of alcohol by providing a locked area for all liquor products in the to ensure the controlled and monitored operation. I am also honored to attest to my personal track record of having operated with more than 21 Class B and Class A licenses in the State of Wisconsin for over 15 years. An ID Scanner is used whenever the sale of alcohol or tobacco is conducted. We will also be adding a high level of security at the location, with the addition of Sky Bell security cameras to ensure a safe and inviting location for all to enjoy.

One of the key highlights of our project is the addition of a top-tier Indian restaurant, inspired by the success of my existing restaurant: The Spices Bar and Restaurant, in Sheboygan. The demand for an Indian restaurant in the Downtown Green Bay area has been recognized, we are excited to bring the same quality service and food that has garnered praise and positive feedback from the Sheboygan community to the City of Green Bay. We have recently been awarded as a finalist for the Best of Sheboygan County in the restaurant category. We will only be serving beer and wine in the restaurant and bar to further accommodate any concerns.

In addition to enhancing the culinary landscape of the downtown district, our redevelopment project will also address the growing need for charging stations, providing a valuable service to the increasing number of electric and hybrid vehicles, Employees, Employers, Residents and Tourists, need a place to charge! At present, there are currently zero (0) charging stations in Downtown Green Bay according to PlugShare on July 27th, 2023 (www.plugshare.com).

To ensure the utmost quality and aesthetic appeal of the project, we are proud to partner with ProVisions, LLC (www.provisionsllc.com). ProVisions, LLC and/or its affiliates' experience and expertise in developing projects in the Green Bay downtown and surrounding areas will be invaluable. We are excited to utilize and enhance the unique design of the existing building to transform the space into a modern and inviting destination that the local community will visit, enjoy and appreciate. We have considered the feedback received during the planning phase and have adjusted the proposed additions to the site plan accordingly. This includes accommodating suggested and required sizes for entrance points and reducing the number of fuel dispensers to three to address any traffic concerns and optimize the overall flow of the property.

The site's current condition presents an opportunity for us to bring about a significant positive change. Already, an investment of \$150,000 has been made towards the property's cleanup and preparation for City Council Approval. Our commitment to upgrading and beautifying the site will provide the downtown community with a clean and friendly environment that complements the city's vision.

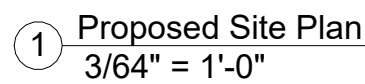
In conclusion, we believe that the redevelopment project at 201 N Monroe Ave will not only contribute to the economic growth of the downtown district but also serve as a beacon of progress for the entire Green Bay community. We are excited about the prospects of this venture and look forward to working closely with you to make it a resounding success. Thank you for your time and consideration. We eagerly anticipate a fruitful partnership and the opportunity to contribute to the development of Green Bay's downtown.

Sincerely,

Green Bay Area Business Development, LLC

 *Basudev Adhikari*

Basudev Adhikari
Member



The map shows the Loop area in Chicago, Illinois. Major streets include Madison St, Dearborn St, La Salle St, and the Chicago River. A red rectangle highlights the 'SITE LOCATION' on Madison St, between Dearborn St and La Salle St. Other landmarks include the Loop Bridge, the Chicago River, and the Loop area. The map also shows the locations of various schools, parks, and other facilities.

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.

VICINITY MAP
NOT TO SCALE

PARCEL #:	11-188
ACRES:	1.209
ACRES (SF):	52,690
ZONING:	D1-DOWNTOWN
BUILDING AREA:	

FLOOR AREA R/U RATIO: 1.11

CURRENT PARKING
2 ADA PARKING SPACES
53 STANDARD 90° PARKING SPACES
0 EV CHARGING PARKING SPACES
55 TOTAL PARKING SPACES

PROPOSED PARKING
2 ADA PARKING SPACES
26 STANDARD 90° PARKING SPACES
3 EV CHARGING PARKING SPACES
31 TOTAL PARKING SPACES

CURRENT
AREA: 39,617 SF
PERCENTAGE: 75.19%

PROPOSED
AREA: 41,015 SF
PERCENTAGE: 77.84%

CURRENT
UNOCCUPIED / FORMER BANK FACILITY
BUSINESS GROUP B

PROPOSED
FUEL STATION WITH CONVENIENCE STORE
MERCANTILE GROUP M
SHIPPING & PRINT RETAIL STORE
BUSINESS GROUP B
RESTAURANT / TAVERN
ASSEMBLY GROUP A-2

- 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 15.0K 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 30 FEET WIDE AT THE PROPERTY LINE AND 40 FEET WIDE AT THE CURB LINE WITH AN 18 FOOT MINIMUM THROAT LENGTH
- WIDEN EXISTING CURB CUT ALONG N. MONROE AVENUE TO 30 FEET WIDE AT THE PROPERTY LINE AND 40 FEET WIDE AT THE CURB LINE WITH AN 18 FOOT MINIMUM THROAT LENGTH
- DUMPSTER ENCLOSURE WITH CONCRETE PAD
- INSTALL (3) ELECTRIC VEHICLE (EV) CHARGING STATIONS

www.provisions.ws

Consultant
Address
Address
Phone
Fax
e-mail

[illegible]

Project number	2023-CUR-Option2
Date	07/24/2023
Drawn by	K.B.
Checked by	Checker
A1	
Scale	3/64" = 1'-0"

The map shows the University City area in San Diego. A black rectangle highlights the 'SITE LOCATION' near the intersection of University and Main streets. The map includes major streets like Broadway, University, and Main, and landmarks like the San Diego Zoo and the University City Library. A black rectangle highlights the 'SITE LOCATION' near the intersection of University and Main streets.

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,
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53 STANDARD 90° PARKING SPACES
0 EV CHARGING PARKING SPACES
55 TOTAL PARKING SPACES

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AREA: 39,617 SF
PERCENTAGE: 75.19%

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UNOCCUPIED / FORMER BANK FACILITY
BUSINESS GROUP B

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26 STANDARD 90° PARKING SPACES
3 EV CHARGING PARKING SPACES
31 TOTAL PARKING SPACES

AREA: 41,015 SF
PERCENTAGE: 77.84%

FUEL STATION WITH CONVENIENCE STORE
MERCANTILE GROUP M
SHIPPING & PRINT RETAIL STORE
BUSINESS GROUP B
RESTAURANT / TAVERN
ASSEMBLY GROUP A-2

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- INSTALL (3) ELECTRIC VEHICLE (EV) CHARGING STATIONS

6632 Telegraph Road, Suite 350
Bloomfield Hills, Michigan 48301
(248) 988-9341 Office

Consultant
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201 N Monroe Green Bay, WI	
SITE PLAN - COMPLETE PLAN	
Project number	2023-CUR-Option2
Date	07/24/2023
Drawn by	K. B.
Checked by	Checker
A2	
Scale	3/64" = 1'-0"





201 N. Monroe Avenue

Conditional Use Permit Approval

201 N. Monroe, Green Bay, Wisconsin
View from N Monroe Avenue



N. Monroe Avenue

201 N. Monroe, Green Bay, Wisconsin
View from Pine Street



N. Monroe Avenue

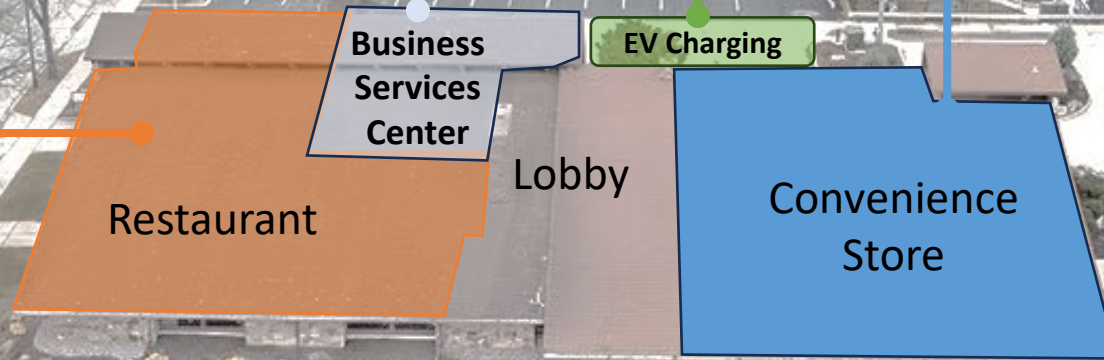
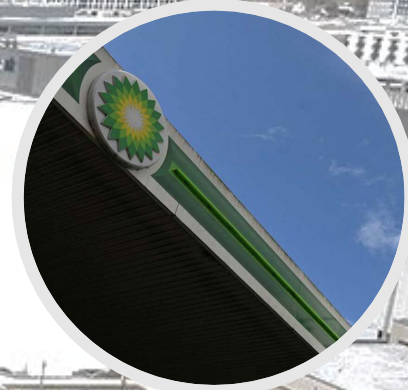
Cherry Street

201 N. Monroe, Green Bay, Wisconsin
View from Cherry Street

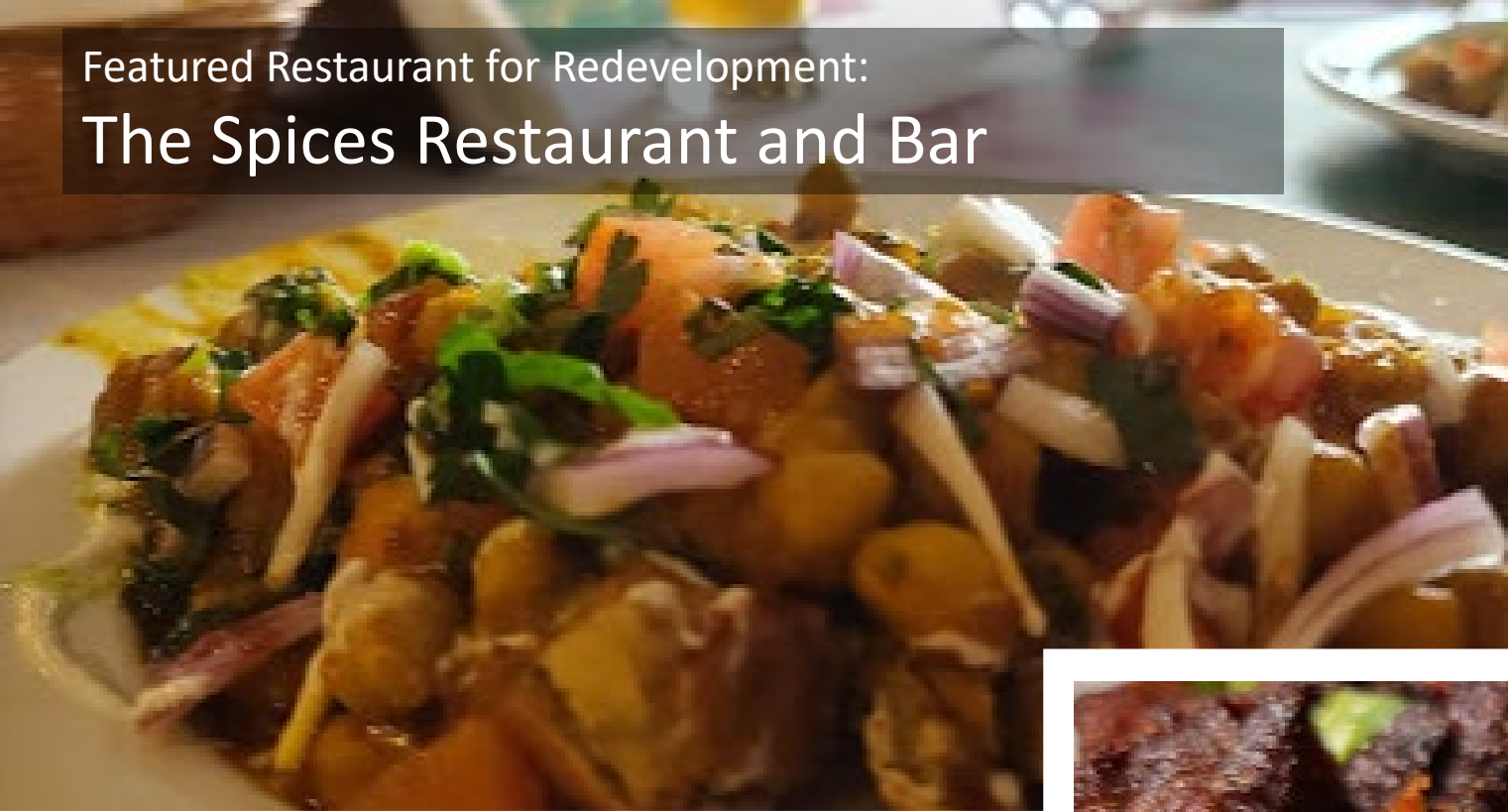




201 N. Monroe Avenue Proposed Redevelopment Uses



Featured Restaurant for Redevelopment:
The Spices Restaurant and Bar





Redevelopment Information

- Owner and Operator brings vast experience locally and regionally including but not limited to Green Bay, Sheboygan, Manitowoc, Two Rivers, Green Bay, Kewaunee and Sturgeon Bay.
- Owner and Operator has proven success with existing restaurant known as The Spices Restaurant and Bar in Sheboygan offering great service and quality Indian food with a multitude of positive comments its customer base.
- The Spices Bar and Restaurant was recently awarded as a finalist in the Best of Sheboygan County in the restaurant category.
- Partnering with ProVisions, LLC (www.provisionsllc.com) as the developer of the project with excellent experience, expertise and performance with numerous projects in the Green Bay downtown committed to ensure the aesthetics and design of the project are of the high quality and offer something that the City of Green Bay can be proud of.

Redevelopment Information

- \$4 million plus investment into redevelopment project
- 30-35 new employees in the downtown district.
- Quality convenience store with many unique features and access for customers on the go.
- UPS Business Services, Packaging, and shipping store or equivalent.
- Clean BP Branded for the Convenience Store/Mini-Mart, fuel and charging station brings a high-quality name and provider to the downtown area.
- Electric and Hybrid Charging Stations would add a unique and quickly increasing need to the downtown area. (Hybrid Vehicles need both charging and fuel.)





Redevelopment Information

- We adjusted our design of the proposed additions to the site plan to accommodate the City of Green Bay and Public Comment. This reduces fuel dispensers by 40%.
- Traffic study and site plan approval will be required after the City Council's approval of CUP.
- The Alley could be made to be a one way which would provide a much safer environment than is currently allowed.
- The subject property has been vacant for nearly 5 years. Green Bay Retail Center, LLC has already invested \$150,000 in the property in 2022 and 2023.
- Would be upgrading and beautifying the property and providing a clean and friendly environment the City of Green Bay and Community can be proud of.
- Owner and Operator will have its headquarters office at 201 North Monroe Avenue.

Redevelopment Information

Serving of Beer and Wine Beverages at the Restaurant and Bar

- The bartenders are responsible for verifying the identification of all consumers to ensure they are legally eligible to purchase an alcoholic drink.
- The restaurant is scheduled to have operating hours of 5am to 10pm.

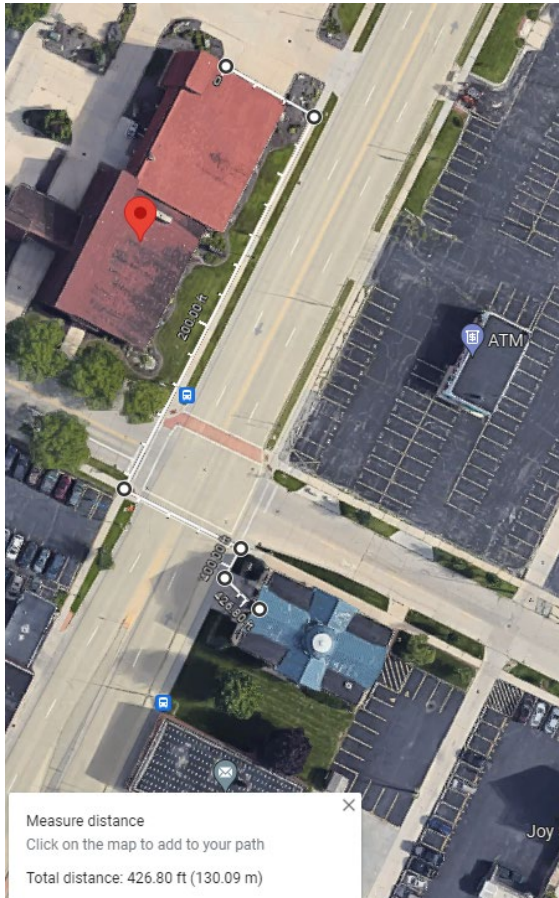
Redevelopment Information

Sale of Alcohol Beverages

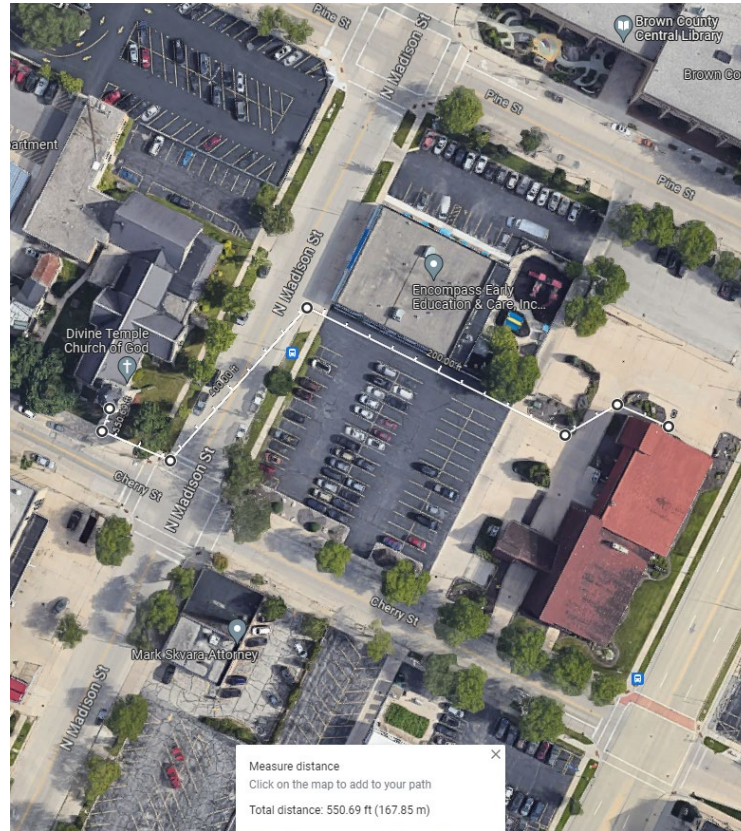
- We believe the convenience store front door is more than 300 feet from the main entrance of any church, school or hospital.
- The convenience store will have a secure and locked display for liquor products to ensure a staff controlled and monitored operation.
- Owner/ Operator is operating more than 21 Class B and Class A licenses in the State of Wisconsin for over 15 years. An ID Scanner is used whenever the sale of alcohol or tobacco is conducted.
- Owner / Operator is willing to install screening/fencing on property if the community/city desires.



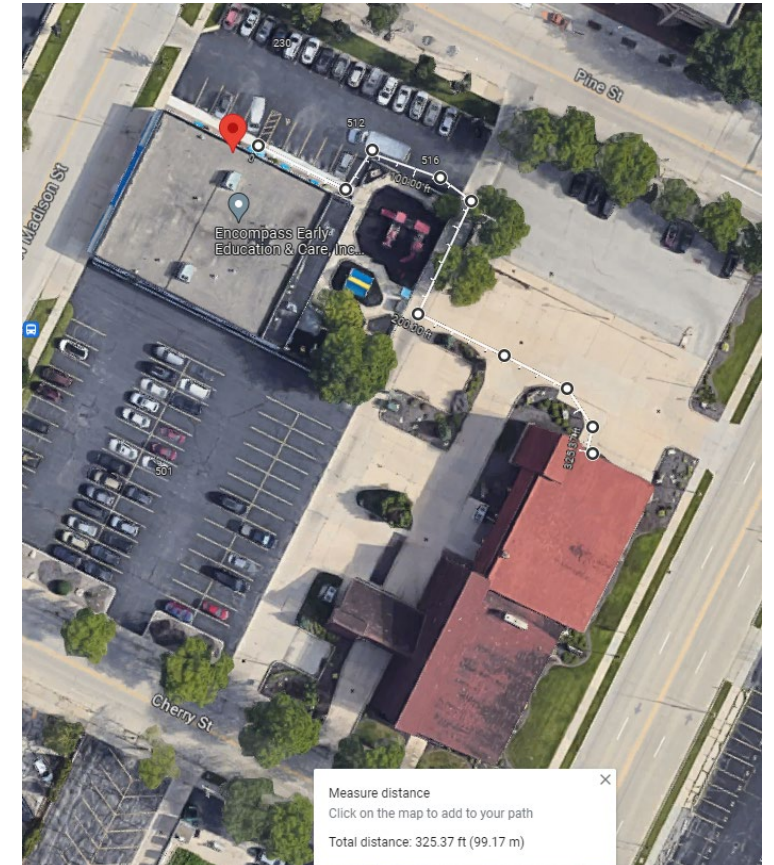
Proximity to church, school, hospital



426.80 feet
from First Church of Christ, Scientist
main entrance along N Monroe Avenue



550.69 feet
from Divine Temple of God
main entrance along Cherry Street



325.37 feet
from Encompass Childcare
main entrance along Pine Street

N. Monroe Avenue

Pine Street

Cherry Street

30'

30'

12' Alleyway

Fuel
Island

Convenience
Store

Lobby

Restaurant

Business
Services
Center

Outdoor Dining
Patio

EV
Charging



Redevelopment Information

Fuel Station Safety

- New gas stations are built to follow state codes put in place by DATCP.
- All Gas stations built after February 1st, 2009, require containments under all gas pumps as well as on top of the tanks, anywhere that regularly contains petroleum products.
- The underground storage tanks as well as piping are required to be double wall. These are also monitored by sensors to detect any problems that would arise with a leak in the lines, tanks, or containment.
- It is very rare to have a catastrophic leak with new fueling system equipment. With all the monitoring systems put in place if a leak were to occur it is detected immediately to allows the owner to act. An example of how safe new fueling systems are is we have recently worked with the DNR in Kaukauna putting in a new fueling system within 50 feet of a public well.





Conceptual Render of Charging Stations



Conceptual Render of Charging Stations



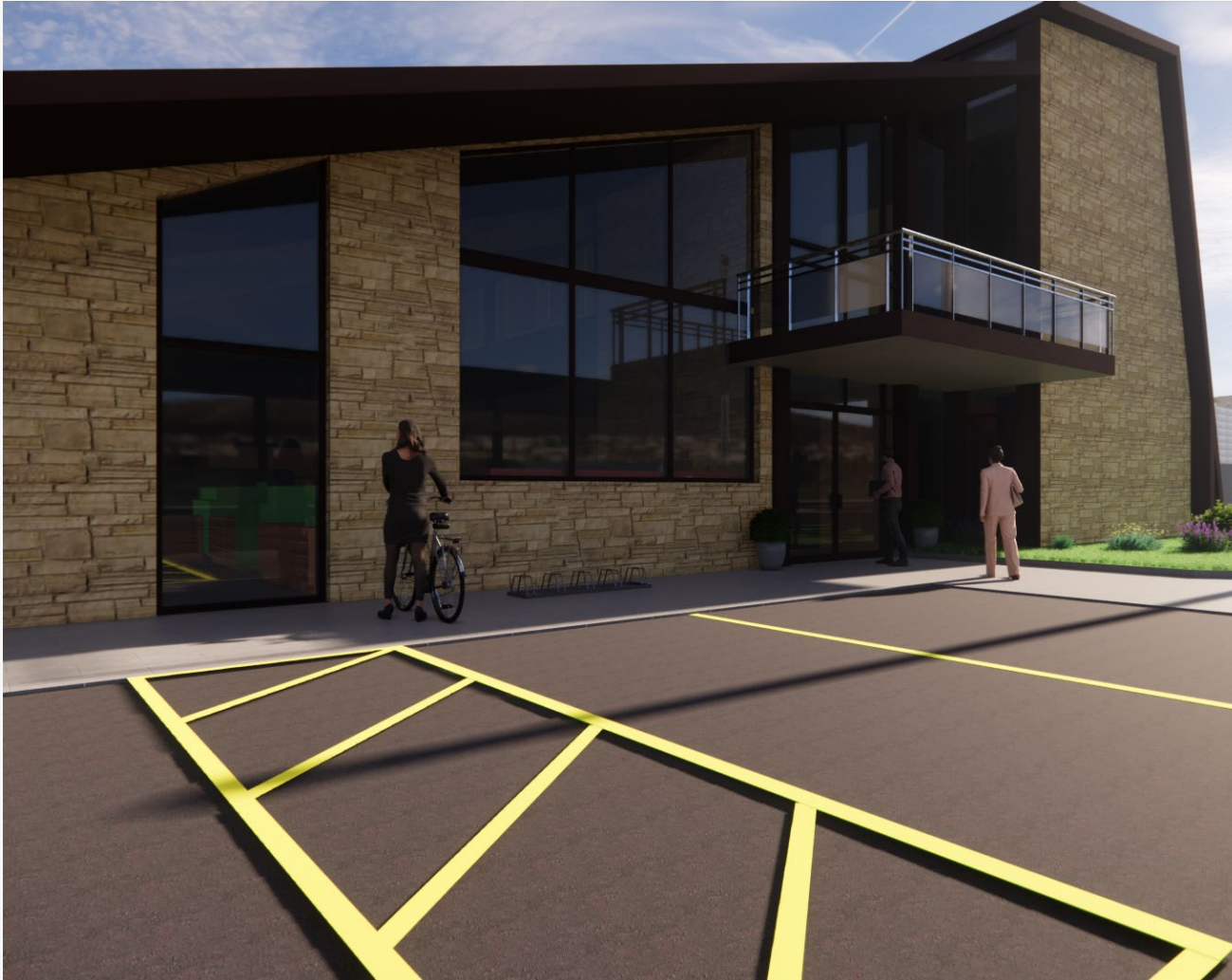
Fuel Stations

Charging Stations





Conceptual Render of Fuel & Charging Stations



Conceptual Render of
Convenience Store Exterior



Conceptual Space Plan



Conceptual Render of Outdoor
Dinning Patio

201 N. Monroe, Green Bay, Wisconsin
Metered Parking in the area





Report to the Green Bay Plan Commission

MEETING DATE

August 22, 2023

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # P.2

To approve a request to rezone 205 Hudson Street from Low-Density Residential (RI) to Public Institutional (PI). (Public Hearing held August 14, 2023).

BACKGROUND

Primary Address: 205 Hudson Street

Alderson/District: Ald. Wery, District 8

Reason for Request: The proposed rezoning will best match the existing land use.

Surrounding Zoning and Land Uses:

Subject: Low-Density Residential (RI) | Religious Institution

North: Low-Density Residential (RI) | Single-Family Homes

South: General Commercial (CI) | Office Building & Railroad

East: Low-Density Residential (RI) | Single- and Two-Family Homes

West: Low-Density Residential (RI) | Single-Family Homes

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Other Public or Semi-Public uses for this parcel. This rezoning is consistent with this recommendation.

Report: The subject parcel is located at 205 Hudson Street. There is also frontage along South Oneida Street. It is 2.82 acres. The existing land use is a religious institution. We are recommending a rezoning to Public Institutional (PI) district. Our staff has been rezoning religious institutions that are currently zoned Low-Density Residential (RI) to PI as we come across them, considering them a “clean-up” action. Religious institutions are a more appropriate land use in the PI district.

Ald. Wery and neighbors within 200 feet have been noticed of the meeting based on Plan Commission policy. One inquiry has been made as of the drafting of this report, with opposition to any changes benefiting the property owner.

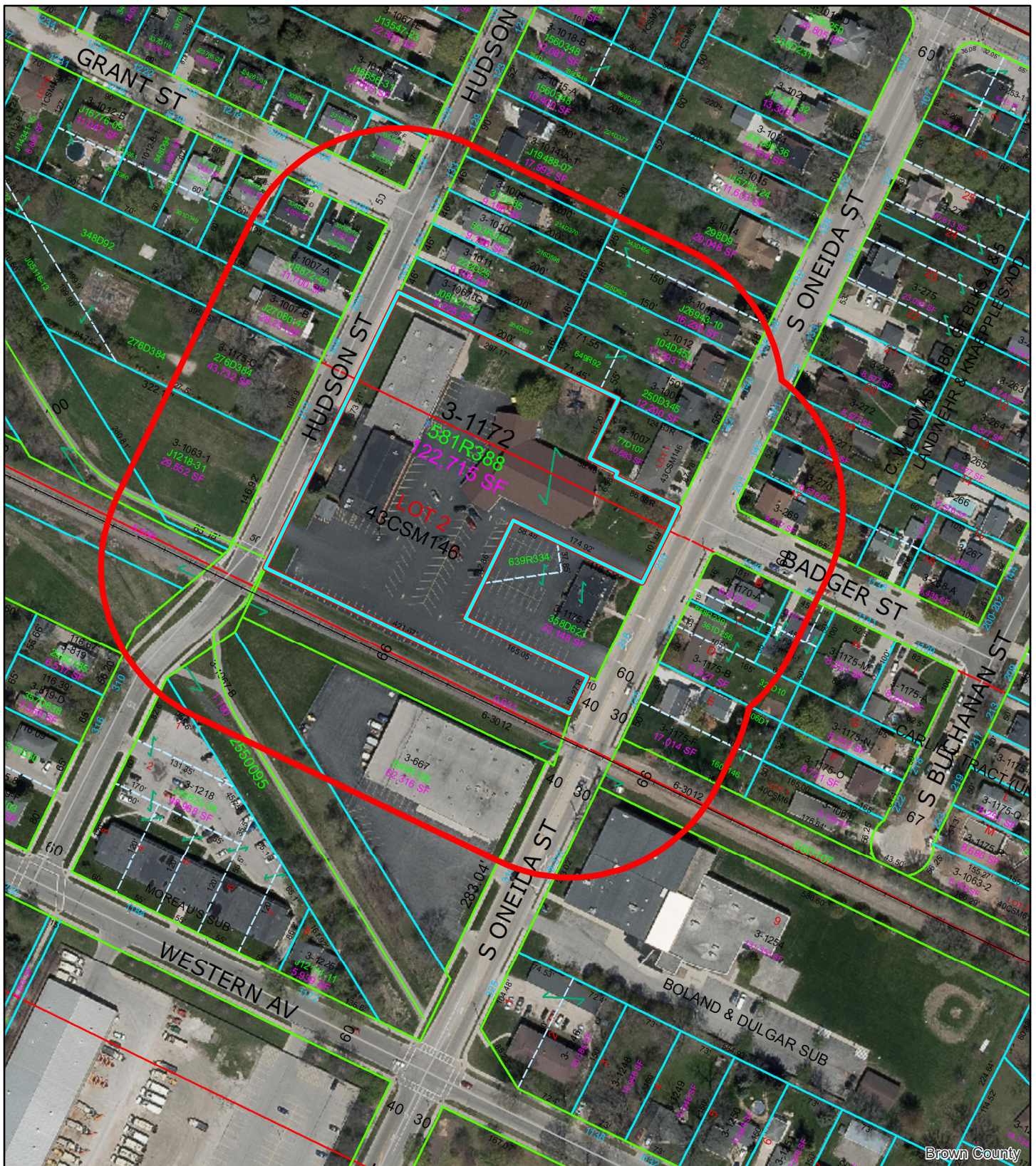
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. ZP 23-29 Map



(ZP 23-29) Rezone from R1 to PI at 205 Hudson Street



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. 02 Aug 2023 X:\Planning\Basemaps\template_8.5x11.mxd

- 205 Hudson Street
- 200-ft Notification Area



Report to the Green Bay Plan Commission

MEETING DATE

August 22, 2023

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # P.3

To approve the declaration of surplus for a city-owned property located at 929 N Broadway Street, submitted by the Department of Community and Economic Development, on behalf of the City of Green Bay subject to the following condition:

a. The subject property shall be directed to the Redevelopment Authority of the City of Green Bay for disposition and development.

BACKGROUND

Primary Address: 929 N Broadway

Reason for Request: To declare unused City property as surplus property to transfer to the Redevelopment Authority for disposition and development.

Aldersperson/District: Ald. Scannell / District 7

Surrounding Parcels Zoning and Land Use:

SUBJECT: Low-Density Residential (R1) | Vacant Land

NORTH: Low-Density Residential (R1) | Single-Family Homes

SOUTH: Low-Density Residential (R1) | Single-Family Homes

EAST: Light Industry (LI) & Public Institutional (PI) | Commercial & Storage Uses, City Water Tank

WEST: Low-Density Residential (R1) | Single-Family Homes

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Low- to Medium- Density Residential uses for this parcel.

Assessor's Valuation: \$12,700

Analysis: The subject parcel is a 6,333 square-foot residential lot at the corner of North Broadway and Augusta Street. It is currently owned by the City of Green Bay. The City's Redevelopment Authority would like to develop a single-family home on this parcel. To do so, it must be declared surplus.

The City has no need for the subject parcel. Staff released an agency review memo to other City departments, utility providers, and other interested parties. No comments or objections were received.

Ald. Scannell and adjacent property owners have been notified of this request. As of the drafting of this report, no comments or inquiries have been received.

RECOMMENDATION

Approval of the request, subject to the following condition:

a. The subject property shall be directed to the Redevelopment Authority of the City of Green Bay for disposition and development.

FISCAL IMPACT

ATTACHMENTS

1. SP 23-02 Map
2. SP 23-02 Application



Brown County



(SP 23-02) Surplus Declaration 929 N Broadway

0 20 40 80 Feet



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 02 Aug 2023 X:\Planning\Basemaps\template_8.5x11.mxd

929 N Broadway



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: 929 N Broadway

Parcel Number(s): 18-502

Petitioner(s): Cheryl Renier-Wigg

Date: 7/20/2023

Email: cheryl.renier-wigg@greenbaywi.gov

Phone Number: _____

Address: _____

City: _____

State: _____

Zip: _____

Property Owner: City of Green Bay

Phone Number: 448-3000

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, Ronda Bitney, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property (\$375.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☐ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☒ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: _____

Date: _____

Petitioner Signature(s): Cheryl Renier-Wigg

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
Finance Committee
of the City of Green Bay

MEETING DATE

August 22, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.1

To receive and place on file a request by the Finance Director to review and discuss 2022 year-end financial results for the City. The City's audit firm, Baker Tilly, will present to the committee.

BACKGROUND

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

- I. FS Highlight - Final for 2022 Audit



City of Green Bay

2022 financial highlights

Prepared for the August 15, 2023 Finance Committee Meeting

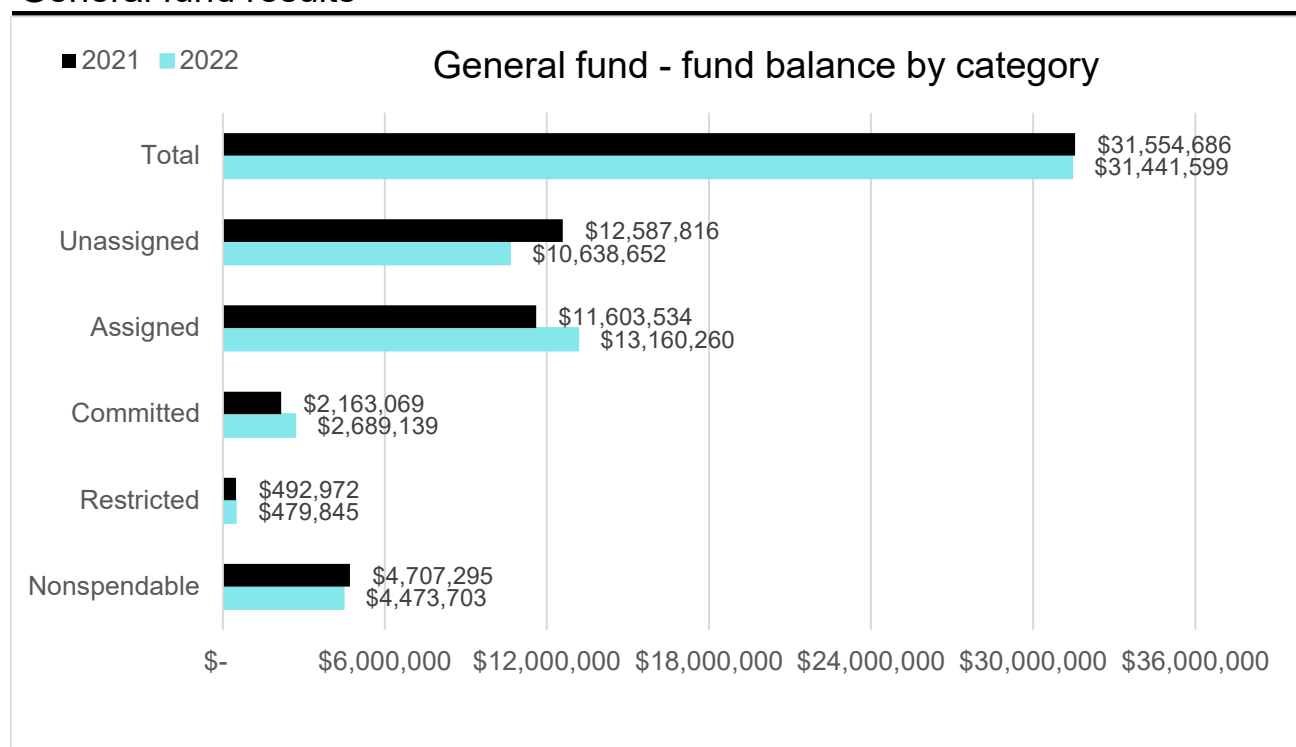
Client service team

Sheanne M. Hediger, CPA, Partner
sheanne.hediger@bakertilly.com
612.876.4599

Amanda R. Mboga, CPA, Senior Manager
Vanessa J. Kane, CPA, Manager

City of Green Bay

General fund results



Summarized income statement

	<u>Actual</u>	<u>Final budget</u>	<u>Variance</u>
Revenues and other financing sources	\$ 94,995,195	\$ 94,304,220	\$ 690,975
Expenditures and other financing uses	(95,108,282)	(95,310,962)	(202,680)
Net change in fund balance	<u>\$ (113,087)</u>	<u>\$ (1,006,742)</u>	<u>\$ 893,655</u>

Fund balance category definitions

Nonspendable - amounts cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained in tact.

Restricted - amounts that can be spent only for the specific purposes stipulated by an external source.

Committed - amounts constrained for specific purposes that are internally imposed through formal action of the governing body.

Assigned - spendable amounts that are intended to be used for specific purposes that are not considered restricted or committed.

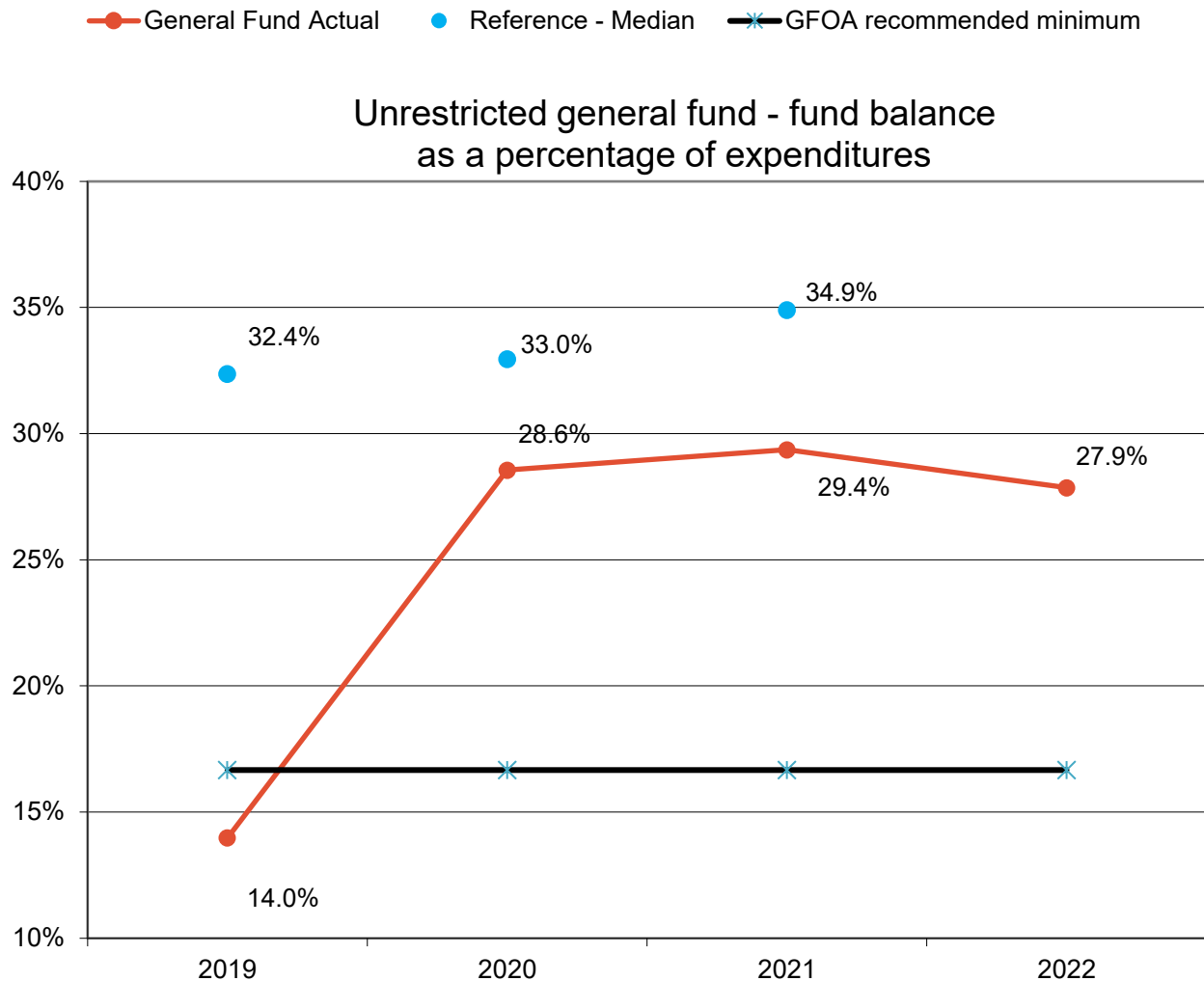
Unassigned - residual amounts that have not been classified within other categories above.

City of Green Bay

General fund - fund balance trends

Fund balance policy:

The City's policy is to maintain an unassigned general fund balance of 9-16% of expenditures. Unassigned fund balance as of 12/31/2022 was 12% of expenditures.



Other reference values

GFOA recommends a minimum of no less than 2 months (16.7%) of general fund expenditures.

Median reference value generated from 2018 - 2021 Baker Tilly municipal client data for population range of 30,000 to 150,000.

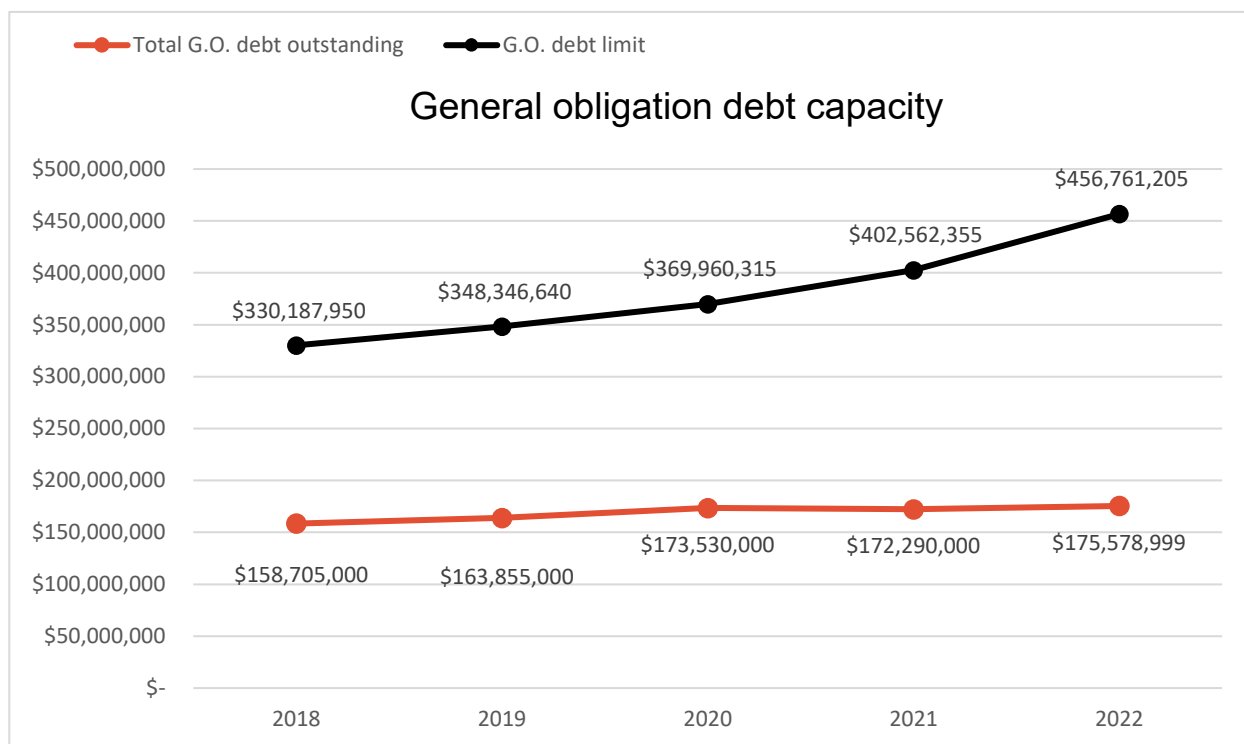
City of Green Bay

General obligation debt

Debt management policy:

The City follows Wisconsin Statutes whereas the total general obligation indebtedness of the City may not exceed 5 percent of the equalized value of the taxable property within the City's jurisdiction.

Actual percentage of debt limit at 12/31/22: **38%**



Total debt outstanding by type at 12/31/2022

	General obligation	Revenue debt	Premiums	Total
City	\$ 175,578,999	\$ 42,630,000	\$ 8,419,890	\$ 226,628,889
Total	\$ 175,578,999	\$ 42,630,000	\$ 8,419,890	\$ 226,628,889

Comparative metrics available online through the Wisconsin Policy Forum.

<https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/>

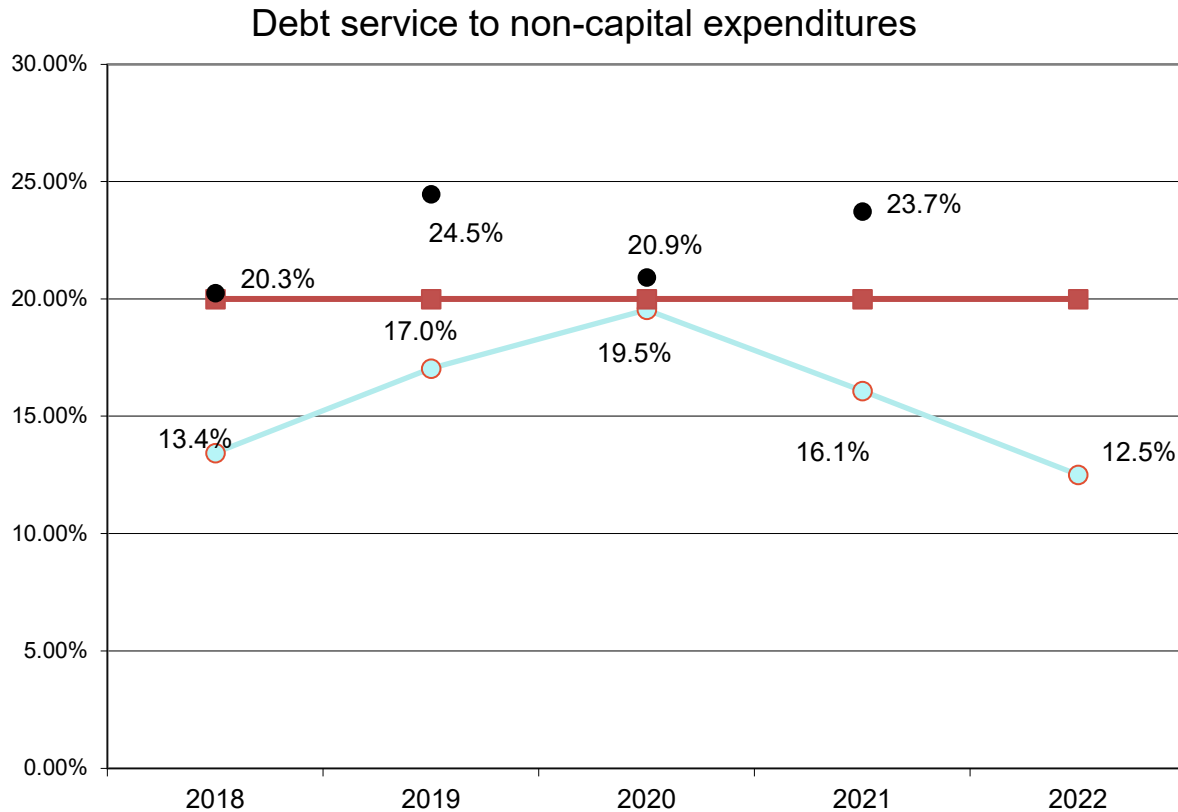
General obligation debt per capita as of 12/31/2021 (latest information available) ranks the City of Green Bay as 203 out of 602 cities and villages in Wisconsin.

Of the 10 largest cities in Wisconsin, Green Bay ranks 8th in highest debt per capita. Of those municipalities, Green Bay ranks 7th in the highest used percentage of the state debt limit.

City of Green Bay

Governmental funds - debt service

City of Green Bay ● Reference - Median ■ Bond Rating Agencies Recommendation



Current and prior year data

	2022	2021
Principal	\$ 15,052,001	\$ 18,896,000
Interest	5,873,814	6,944,782
Total	\$ 20,925,815	\$ 25,840,782
Non-capital expenditures	\$ 167,192,835	\$ 160,671,287

Other reference values

Median reference value generated from 2018 - 2021 Baker Tilly municipal client data for population range of 30,000 to 150,000.

City of Green Bay

Other governmental funds



	<u>2022</u>	<u>2021</u>
Fund balance - other governmental funds		
Major Funds:		
Sanitary Sewer Special Revenue Fund	<u>\$ 19,024,375</u>	<u>\$ 14,630,050</u>
Unrestricted fund balance as a % of expenditures	<u>83%</u>	<u>69%</u>
COVID Grants Special Revenue Fund	<u>\$ 280,963</u>	<u>\$ 10,965</u>
Assigned for public health and safety & nonspendable for prepaid item		
Debt Service - General	<u>\$ 3,836,258</u>	<u>\$ 4,596,360</u>
Restricted for debt service		
Nonmajor Funds:		
Storm Sewer Special Revenue Fund	\$ 9,169,061	\$ 8,333,878
Street Construction	3,895,159	4,221,971
Sanitary Sewers Construction	6,052,177	4,593,463
Park Acquisition	3,365,294	3,373,161
Storm Sewers Constuction	5,361,723	6,061,545
Fire Equipment Replacement	2,920,060	2,568,837
Sanitary Sewer Equipment Replacement	3,242,848	2,776,613
Storm Water Equipment Replacement	2,861,851	3,000,477
Bay Beach Development	3,200,360	2,836,503
KI Convention Center Maintenance	1,788,945	2,127,034
TIF District #12	4,502,649	3,862,875
TIF District #13	(886,812)	(1,942,962)
TIF District #14	(2,862,652)	(2,836,116)
TIF District #21	2,123,048	1,502,897
TIF District #22	4,528,444	4,132,490
Other Special Revenue Funds	8,363,551	6,722,808
Other Capital Project Funds	<u>11,691,556</u>	<u>11,817,334</u>
Total fund balance - nonmajor funds	<u>\$ 69,317,262</u>	<u>\$ 63,152,808</u>

Net position - internal service funds

Health, Workers Compensation and Liability Self-Insurance	<u>\$ 3,382,629</u>	<u>\$ 2,476,202</u>
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City of Green Bay

Independent Auditors' Report



Unmodified opinion - financial statements are presented fairly in accordance with generally accepted accounting principles.

Emphasis of matter for the implementation of GASB Statement. No 87, *Leases* . Effective January 1, 2022.

Management is responsible for the preparation and fair presentation of the financial statements as well as for the design, implementation and maintenance of internal controls.

Objective of the audit is to obtain reasonable assurance about whether the financial statements are free from material misstatement; reasonable assurance is a high level of assurance but not absolute.

In accordance with *Government Auditing Standards* , we have issued a separate report on our consideration of the City's internal control over financial reporting and our tests of compliance with laws, regulations, contracts and grant agreements.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 22, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.2

To approve the purchase two (2) Spectrometer units from Thermo Scientific Portable Analytical Instruments Inc. for a total of \$122,422.62.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request Spectrometer August 15-2023 w-quote



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 / Chief Matthew Knott
Mike Vanden Avond

DT: August 15, 2023

RE: Purchasing Request

Cc: Diana Ellenbecker

Report by Matthew Knott, Thomas J. Walenski

Discussion and possible approval of the purchase of two (2) Spectrometer units.

- 1) FirstDefender RMX S1, English, Gray Boot FirstDefender RMX - Rugged handheld chemical identification system for solids and liquids with remote mode functionality.
- 2) TruDefender FTX S1, English, Gray Boot TruDefender FTX - Rugged handheld FTIR chemical identification system for solids and liquids with anvil sampling capability.

The cost is \$122,422.62.

This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. This purchase will be funded through ARPA 218410-55140-83098

Respectfully Submitted

Thomas J. Walenski

Thomas J. Walenski
City of Green Bay – Procurement Manager

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00312444	07/31/2023	ARO	1 / 12
Contact:	Phone	Payment Term	Valid To
Jayson Tornberg	(908) 310-7418	Net 30	09/22/2023
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex	

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Mike Vanden Avond
Green Bay Fire Department
501 S. Washington St.
Green Bay, Wisconsin 54301
United States

Phone: 9206159156
Email: michael.vandenavond@greenbaywi.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Jayson Tornberg
Phone: (908)310-7418
Fax:
Email: jayson.tornberg@thermofisher.com
Additional instructions, terms & conditions on last page

GSA Contract No. GS-07F-6099R

Contract period: March 26, 2010 - September 28, 2025
SIN 334519
SIN 339999E

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:

"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."

Pos.	Product Code	Product Name	Sales Price	Quantity	Total Price
1.00	800-00211-01	FirstDefender RMX S1, English, Gray Boot	USD 71,682.62	1.00	USD 71,682.62
	GSA Item	FirstDefender RMX - Rugged handheld chemical identification system for solids and liquids with remote mode functionality. Including 1 year Warranty, 1 year Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).			
2.00	800-00791-01	TruDefender FTX S1, English, Gray Boot	USD 50,740.00	1.00	USD 50,740.00
	GSA Item	TruDefender FTX - Rugged handheld FTIR chemical identification system for solids and liquids with anvil sampling capability. Including 1 year Warranty, 1 year Support, and On-Site Training within the Continental United States (CONUS;			

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).

3.00	820-00105-FT	TruDefender FTX Warranty/Support - 1 Year	USD 0.00	1.00	USD 0.00
	GSA Item	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.			
4.00	820-00105-RX	FirstDefender RMX Warranty/Support - 1 Year	USD 0.00	1.00	USD 0.00
	GSA Item	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific instruments, resulting in optimized analysis precision.			
5.00	820-00280-01	Promotion, PAI Instrument Trade-In	USD 0.00	1.00	USD 0.00
	Open Market Item	Discount against purchase of a Safety & Security product with the trade-in of a PAI instrument.			

Total: USD 122,422.62

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order that your company issues and (iii) the Terms and Conditions shall exclusively govern the transaction(s) contemplated hereby

Signature of authorized company representative

Date

Phone#

Print Name

Title

Email

Model #

Amount + S&H

Purchase Order Number

E-mail to:

Fax to: 1-877-680-2568

PAIGlobalCustomerService@thermofisher.com**Order Processing Address:**

jayson.tornberg@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

☐ Net 30 (Attach Credit Application & Credit References)☐ Credit Card☐ Check☐ Wire Transfer

Sales Tax Application

☐ Yes Apply Sales Tax☐ No*- If no, you must provide a copy of your tax exemption certificate along with your purchase order.*****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)******Address Verification**

Please make corrections if necessary below:

Bill to:

501 South Washington Street

Green Bay, Wisconsin 54301-4218

United States

Ship to:

501 South Washington Street

Green Bay, Wisconsin 54301-4218

United States

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

Terms & Conditions:

0. UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS :

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit.

7. **TITLE AND RISK OF LOSS.** Title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products the "Warranty Period". Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling

instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION.

9.1. **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. **By Buyer.** Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. **SOFTWARE.** With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT.

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, agents, or customers.

13. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs.

14. WIRELESS SERVICES. In the event Wireless Services and accompanying Technical Support of those Wireless Services are purchased by Buyer, Seller shall provide the optional Wireless Service and Technical Support to Buyer in accordance with the then-current pricing and terms and conditions which are identified in Seller's quotation and Schedule 1 TERMS AND CONDITIONS GOVERNING PURCHASE OF WIRELESS PRODUCTS AND SERVICES. Further, Seller will license and provide Wireless Services and Technical Support to Buyer in accordance with the then-current Wireless Services and Technical Support and policies in effect at the time of purchase ("Wireless Policies"). Seller may, at its discretion, revise Wireless Policies at any time. Seller has no obligation to provide Wireless Service or Technical Support until Seller has received full payment for which service or support is ordered.

15. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (h) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

SCHEDULE 1

TERMS AND CONDITIONS GOVERNING PROVISION OF WIRELESS SERVICES PURSUANT TO ANNUAL TECHNICAL SUPPORT PLAN

1.

Defined Terms

In these Terms and Conditions:

"Connection" means the access to Wireless Services that is facilitated by the use of a SIM card;

"Content" means all information whether textual, visual, audio or otherwise, appearing on or available through the Wireless Services whether supplied by Seller or by other persons;

"Contract" means the Thermo Scientific Portable Analytical Instruments Inc. Terms and Conditions of Sale to which this Schedule 1 is attached, any Wireless Service Specification and this Schedule 1;

"Coverage Area" means the approximate geographic area within which the Wireless Services are from time to time made available as advised to the Buyer by Seller;

"End-Users" means the person(s) who have been authorized access by Seller to the Wireless Services through Seller's annual support plan for Seller's Equipment for which Buyer has contracted to purchase;

"Equipment" means the equipment supplied by Seller to the Buyer under the Contract;

"Network" means the mobile public telecommunications system by which Wireless Services are made available;

"Numbers" means a telephone number or numbers allocated to the Buyer by Seller for the provision of Wireless Services.

"Provider" means the qualified third party company and its affiliates and suppliers providing Wireless Services, Equipment (if any), SIM Cards and Support Services to Seller and for which Buyer has contracted with Seller;

"SIM Card" means the card to which a unique number is ascribed which, when used with compatible equipment, enables End-Users to access the Wireless Services;

"Support Services" means the provision of reasonable technical advice in relation to the Wireless Services and the SIM Card by Seller to Buyer in accordance with clause 8 below and day to day account management and support;

"Wireless Services" means embedded mobile phone technology, including those voice and/or data communications services and SIM Card and Numbers provided by Seller to Buyer pursuant to Buyer's purchase of annual Equipment support;

All other capitalized terms, including without limitation "Buyer" and "Seller" shall have the same meaning as set forth in the Contract.

The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation. The Wireless Services and SIM Cards that are provided by Seller under the terms of this Contract are provided by a third party supplier to Seller.

2. Supply of the Wireless Services

2.1. Upon payment by Buyer of annual Equipment support fees, Seller grants Buyer a nonexclusive, nontransferable, revocable, limited license to use the Wireless Services for the sole purpose of supporting and using the Equipment. The license granted by Seller to the Buyer will continue until the term of the annual Equipment support contract expires or is terminated. An active Equipment service contract must be in place for Wireless Services to be provided. Upon Seller's written consent, Buyer may renew the service contract on an annual basis to extend the Wireless Services.

2.2. The Buyer will be deemed to have accepted the Wireless Services' capabilities upon entering into this Contract and will be responsible for ensuring that the Wireless Services are in accordance with and fit for the purposes of the Buyer.

2.3. Buyer understands and acknowledges that Seller and Provider make no and disclaim any and all express or implied representations concerning the Wireless Services, SIM Cards, or Support Services. In entering into the Contract, Buyer acknowledges that it does not rely on any such representations.

2.4. All information supplied to the Buyer or Provider by Seller in relation to the Wireless Services, SIM Cards, or Support Services before a Contract is made (including without limitation in a tender) and the descriptions and illustrations contained in Seller's or Provider's catalogues, price guides and other advertising media (including without limitation Seller's or Provider's website) are approximate, being a general description by way of identification only, and such information and descriptions will not in any circumstances constitute a sale by description, nor will any statement made in any such document, on Seller's or Provider's web-site or any other electronic media, or any other statement made, whether orally or in writing by or on behalf of Seller or Provider, be deemed to be a representation by which the Buyer has been induced to enter the Contract.

2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, catalogue, acceptance of offer, invoice or other document or information issued by Seller or Provider (including without limitation on Seller's or Provider's website) will be subject to correction without any liability on the part of Seller or Provider.

2.6. Seller may at any time without notifying the Buyer make any changes to the Wireless Services and/or Support Services which are

necessary to comply with any applicable safety or other statutory requirements, or which do not materially adversely affect the nature or quality of the Wireless Services and/or Support Services. For the avoidance of doubt any such changes under this clause will not result in a reduction to the Equipment annual support fees.

2.7. Buyer agrees that Seller, Provider and their affiliates, subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to information about Buyer's and End User's Wireless Services, computer, interfaces, systems and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, technical support and other services to Buyer (if any) related to the Wireless Services, and to verify compliance with the terms of this Contract. Seller and Provider may use this information to improve Seller's and Provider's products or to provide services or technologies to Buyer. Seller and its suppliers, partners and licensors/licensees may provide certain services through Buyer's Wireless Services that rely upon location information

3. Use of the Wireless Services

3.1.

The Wireless Services are made available on the basis that the Buyer shall:

3.1.1 not use them for any improper, immoral or unlawful purposes, nor allow others to do so;

3.1.2 not act nor knowingly permit others to act in such a way that the operation of the Network or the Wireless Services will be jeopardized or impaired;

3.1.3 only use equipment approved for use with the Network in accordance with all relevant legislation or regulation relating to its use in any jurisdiction;

3.1.4 not be involved in or knowingly, recklessly or negligently permit any other party to be involved in any fraudulent or other unauthorized use or attempted use of any Wireless Services or SIM Cards and to notify Seller immediately on the Buyer becoming aware of or suspecting such activity;

3.1.5 not knowingly recklessly or negligently permit any lost or stolen SIM Cards to be connected to the Network and shall adhere to any procedures issued by Seller from time to time in relation to lost or stolen SIM Cards and claims in respect thereof;

3.1.6 comply with all reasonable directions and instructions issued by Seller which concern the Buyer's use of the Wireless Services;

3.1.7 accept that the Wireless Services are only available within the Coverage Area;

3.1.8 ensure that the End-Users do not use abusive or threatening behavior towards other users of the Network or members of Seller's staff; and

3.1.9 not knowingly recklessly or negligently allow any person to reverse engineer, de-compile or modify the software or the Numbers contained within or on any SIM Card in any way.

3.2. The use of any device to route third party call traffic or other data services through the Network can cause capacity issues and may be illegal. The Buyer must obtain Seller's prior written consent before operating such devices on the Network.

3.3. If the Buyer commits any breach of the obligations contained in clauses 3.1 and 3.2, Seller may (without losing or reducing any other right or remedy under the Contract) suspend or terminate Wireless Services, (fully or partially) temporarily without notice. Notwithstanding such suspension under this clause, the Buyer shall remain liable to pay all annual Equipment support fees due during the suspension period (or after the termination date) and shall not receive any refunds.

3.4. only use equipment approved for use with the Network in accordance with all relevant legislation or regulation relating to its use in any jurisdiction;

3.4. The Buyer hereby agrees to indemnify and hold Seller and its officers, employees and affiliates harmless against any and all claims, suits, proceedings losses, liability, damages, expenses or costs howsoever arising, resulting from any End-User's use of the Wireless Services. The Buyer acknowledges that Seller have no contractual obligations to the End-User whatsoever.

3.5. The Wireless Services are not designed, intended, or authorized for use in components of systems intended for, or in relation to the operation of, weapons, weapons systems, nuclear installations, means of mass transportation, aviation, life-support computers or equipment (including resuscitation equipment and surgical implants), pollution control, real-time hazardous substances monitoring or for any other application in which the failure of the Wireless Services could create a situation where personal injury or death may occur. Should Buyer use the Wireless Services for any such unintended or unauthorized application, Buyer shall indemnify and hold Seller and its officers, employees and affiliates harmless against all claims, costs, damages, expenses, and reasonable attorney fees arising out of, directly or indirectly, any claim of personal injury, death, or other damages associated with such unintended or unauthorized use, even if such claim alleges that Seller was negligent regarding the design or provision of the Wireless Services.

3.6. Buyer has a fixed usage allowance of Wireless Services per month. This usage includes fifteen (15) e-mail or reachback transmissions and thirty (30) SMS transmissions. Occasional minor usage beyond these allowances will be allowed but gross usage beyond this allowance may cause temporary suspension of Wireless Services.

4. Content of the Wireless Services

4.1. The Wireless Services enable access to Content. Seller will not be liable to the Buyer or any other party for any action taken in reliance upon the accuracy, completeness or continuous supply of the Content.

4.2. It is the Buyer's responsibility to evaluate the value and integrity of goods and services offered by third parties by means of the Network. Seller will not be a party to, nor in any way be responsible for any transaction concerning third party goods and services.

4.3. Buyer hereby grants Seller a non-exclusive, royalty-free right to access and internally use Content supplied by Buyer, solely in connection with performing the Wireless Services and related services, including, but not limited to, support and technical services and analysis of bills.

5. Availability of the Wireless Services

5.1. Seller shall use reasonable endeavors to ensure that the Wireless Services are available to the Buyer at all times during the term of the annual Equipment support term. The Buyer hereby acknowledges that quality and availability of the Wireless Services may be affected by factors outside Seller's control, such as (but not limited to) physical obstructions, atmospheric conditions and other causes of radio interference and by faults in other telecommunication networks to which the Network is connected. In connection with any such adverse effect on the quality and availability of the Wireless Services, Seller and Provider shall incur no liability to the Buyer whatsoever.

5.2. Buyer acknowledges that Service may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission Facilities. Buyer agrees that the Seller, Provider, and the underlying Seller service carrier shall not be responsible for such interruptions of Service or the inability to use the Service outside the Territory. Buyer understands that the underlying Seller service carrier cannot guarantee the security of Seller transmissions and will not be liable for any lack of security relating to the use of the Service.

6. Use of SIM Cards

6.1. If a SIM Card is lost, stolen or damaged, the Buyer must notify Seller of the serial number in writing as soon as reasonably possible. The Buyer will remain liable for all usage over the allowance (as specified in 3.6 above) incurred by the Buyer until the Buyer has notified Seller as aforesaid. The SIM Cards and Wireless Services shall not be used by any party other than Buyer or assigned to any other party without Seller's prior written consent.

6.2. The Buyer may terminate the Wireless Services at any time upon giving written notice to Seller. No refunds shall be provided to Buyer upon termination for any reason.

7. Risk and Property

7.1. Risk of damage to or loss or unauthorized use of the SIM Cards will pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery, at the time when Seller has tendered delivery of the SIM Cards.

7.2. Title to the internal SIM cards and all software contained in the SIM Cards shall remain solely and exclusively with Seller or Provider and shall not vest in the Buyer at any time.

7.3. The Buyer will hold the internal SIM cards as Seller's fiduciary agent and bailee, and, so long as the Buyer is not in breach of the Contract, the Buyer will be entitled to use the Wireless Services and SIM Cards in the ordinary course of its business for the annual Equipment support term in accordance with the terms and conditions of this Contract.

7.4. The Buyer will not be entitled to sell, let, pledge or in any way dispose of or charge by way of security for any indebtedness any of the SIM cards which shall remain the property of Seller at all times.

7.5. The Buyer acknowledges and agrees that the Numbers do not belong to the Buyer. The Buyer shall not acquire any rights whatsoever in any of the Numbers and shall make no attempt to apply for registration of the same as a trade mark whether on its own or in conjunction with some other trading style.

8. Support Services

8.1. During the annual Equipment support term, Seller shall provide the Buyer with Support Services, which shall be the support Seller deems necessary for reasonable support of the Wireless Services.

8.2. Notwithstanding any other provision in the Contract, Seller will not be responsible for failure to provide the Support Services where such failure is as a result of the act or omission of the Buyer (and/or its agents or subcontractors), including without limitation the improper use, operation or neglect of either the Wireless Services or any components thereof or the failure by the Buyer to implement recommendations in respect of or solutions to faults previously advised by Seller.

8.3.

In relation to the provision of the Support Services, the Buyer shall:

8.3.1 use its reasonable endeavors to make available and ensure the co-operation of such staff of the Buyer as are reasonably required on a timely basis to liaise with Seller in relation to the provision of the Support Services;

8.3.2 promptly furnish Seller with such other information, documents and instructions as Seller may reasonably request for the proper performance of its obligations hereunder; and

8.3.3 provide answers on a timely basis to queries, consents and approvals requested by Seller to enable Seller to provide the Support Services.

8.4. Seller shall have the right to subcontract to a qualified third party provider the obligations and duties to provide the Support Services.

9. Warranties and Liability

9.1. Buyer has no contractual relationship with the Provider or any underlying Seller service carrier and Buyer is not a third party beneficiary of any agreement between Provider or a Provider Affiliate and the underlying Wireless Service carrier. Buyer understands and agrees that the underlying Seller service carrier shall have no legal, equitable or other liability of any kind to the Buyer or any other party.

9.2. NEITHER SELLER NOR PROVIDER MAKES ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED REGARDING OR RELATING TO THE WIRELESS SERVICES AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SELLER OR PROVIDER HAS BEEN INFORMED OF SUCH PURPOSE), OR OTHER WARRANTY ARISING OUT OF COURSE OF ORDINARY PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE WITH RESPECT TO THE WIRELESS SERVICES.

9.3. Buyer expressly understands and agrees that the liability and obligations of Seller and Provider to Buyer under this agreement for services are strictly controlled and limited by the underlying Seller service carrier's tariff, if any, and the laws, rules and regulations of the Federal Communications Commission and other governmental authorities which from time to time have jurisdiction. In any event, UNDER NO CIRCUMSTANCES WILL SELLER, ITS AFFILIATES, PROVIDER OR THE UNDERLYING SELLER SERVICE CARRIER HAVE ANY LIABILITY TO BUYER OR ANY OTHER PARTY FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS OR DEFECTS IN FURNISHING THE WIRELESS SERVICES, INCLUDING , WITHOUT LIMITATION, THOSE THAT ARISE FROM FAILURES OF DEFECTS IN THE NETWORK. The entire liability of Seller under or in connection with the Wireless Services in each 12 month period will not exceed the lower of 100% (one hundred percent) of the annual Equipment support fees paid by the Buyer over the previous 12 month period or US\$5,000 (five thousand dollars). The Buyer is asked to note the limitations on Seller's liability set out in these conditions. Seller's prices are based on the level of liability provided by these terms and conditions being accepted by the Buyer.

9.4. Buyer shall indemnify, defend and hold Seller, Provider, their affiliates, the underlying Seller service carrier and the officers, employees and agents of each of them harmless from and against all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), and including without limitation for any personal injury or death, arising in any way directly or indirectly in connection with this agreement; the provision or use of the Wireless Service; or the use, failure to use or inability to use the Number. This provision shall survive the termination of this Contract.

9.5. In no event shall Seller, Provider, and/or the underlying Seller service carrier be liable for the failure or incompatibility of SIM Cards utilized by Buyer in connection with the Wireless Services. Buyer shall use Wireless Services at its own risk.

10. Termination

10.1. Seller shall be entitled to terminate the Wireless Services at any time by giving written notice to the Buyer.

10.2.

Further, Seller may (without limiting any other remedy) at any time terminate the Wireless Services immediately by notice in writing to the Buyer at any time if:

a) the Buyer fails to pay any annual Equipment support fees when due; or

b) the Buyer commits any other breach of these terms and conditions and (if capable of remedy) fails to remedy the breach within 10 days after being required by written notice to do so; or

c) the Buyer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed;

d) the Buyer is unable to pay its debts as they fall due, or becomes bankrupt or insolvent or files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law; or begins negotiations with any creditor with a view to the readjustment or rescheduling of any of its Indebtedness; or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or any class of creditors;

e) any steps are taken with a view to the Buyer being adjudicated or found insolvent; or the winding-up or dissolution of the Buyer other than in connection with a solvent reconstruction, or a winding up petition the terms of which have been previously approved in writing by Seller; or the Buyer obtaining a moratorium or other protection from its creditors; or the appointment of a trustee, supervisor, receiver, administrative receiver, liquidator, administrator or similar officer in respect of the Buyer;

f) the Buyer ceases or threatens to cease to carry on its business in the ordinary course;

g) in the opinion of Seller, any event or series of events occur which has or could reasonably be expected to have a material adverse effect as determined by Seller;

h) if there is a (i) a merger, acquisition, sale of voting control, or other business combination involving the Buyer such that the stockholders or owner of the Buyer immediately prior to such transaction do not hold more than fifty percent (50%) of the voting power of the surviving or acquiring corporation, or (ii) the sale, lease, exclusive license or other transfer of all or substantially all of the assets of the Buyer ("Change of Control");

i) there is a sale or transfer of the equipment being supported under the Contract or the SIMS Cards to another entity;

j) there is a change in laws or regulations that, in Seller's opinion, necessitate the termination of the Wireless Services.

10.3.

On termination or expiry of Wireless Service for any reason:

10.3.1 any outstanding arrears fees and any interest (if applicable) payable by the Buyer shall become immediately due and payable to Seller (no refunds will be provided to Buyer);

10.3.2 the license granted to the Buyer to use the Wireless Service, including SIM Cards and Numbers shall terminate immediately and all such Numbers shall be re-assigned to Seller. The Buyer shall immediately return to Seller all SIM Cards supplied by Seller to the Buyer;

10.3.3 any Numbers reserved for the Buyer's use but which have not been used by the Buyer or the End -Users or connected to Seller's Network shall be re-assigned to Seller immediately;

10.3.4 The Buyer shall immediately return to Seller all of Seller's property in its possession or control; and

10.3.5 Seller shall be entitled upon giving reasonable prior written notice to enter the Buyer's premises in order to remove any SIMS Cards.

10.4. In addition, the Wireless Services may be temporarily suspended or permanently terminated upon little or no notice in the event that Provider's or Seller's agreement with the underlying Seller service carrier, or Seller's agreement with Provider, is terminated. Buyer waives any and all claims against Seller, Provider or the underlying Seller service carrier for such suspension or termination.

11. General

11.1. Except as otherwise expressly stated in the Contract, there are no intended third party beneficiaries of this Contract. The representations, warranties, covenants, and agreements contained in this Contract are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.

11.2. Seller may vary the terms and conditions of the Contract immediately in writing if new legislation, statutory instrument or other governmental regulation or the terms under which Seller provides access to the Network Seller make such variation necessary. For the avoidance of doubt, the Buyer acknowledges that fees will not be reduced as a result of the provisions of this clause.

11.3. Except as may be expressly provided in the Contract, all trade and service marks, inventions, patents, copyrights, design rights (whether registered or unregistered), database rights and all other intellectual property rights shall, unless expressly assigned in writing, remain in the ownership of the party creating or owning the same. Seller and Provider reserve all right, title and interest in and to their intellectual property and all modifications, enhancements, improvements, derivatives and inventions related thereto, regardless of which party created the same.

11.4. The parties shall ensure that they shall at all times comply with the provisions and obligations imposed by the Data Protection Act 1998 and the Data Protection Principles (together with the equivalent applicable rules and legislation in each other jurisdiction in which the parties operate) together with any subsequent re-enactment or amendment thereof in storing and processing personal data and all other applicable laws and regulations. By entering into the Contract, Buyer consents to the use of its data by Seller for the purposes of securing information necessary for approving credit terms in relation to the Contract or any Additional Order.

11.5. Buyer shall indemnify the Seller against any liability, damage, costs, expenses (including reasonable legal expenses) or losses arising out of any breach of applicable laws and regulations, including any unauthorized disclosure of personal data by Buyer, and breach of this Contract by Buyer.

**RESOLUTION ADOPTING
CITY OF GREEN BAY 2024 FEE SCHEDULE**

August 22, 2023

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

That the City of Green Bay 2024 Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted _____

Approved _____

Mayor _____

Clerk

law

Attachment – Exhibit A, City of Green 2024 Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

Code Section	Description	2023 Fee	2024 Fee
<i>Chapter 2—Administration</i>			
2-217	Municipal vehicle registration fee	\$20.00	\$20.00
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	\$5.00	\$5.00
<i>Chapter 4--Alcohol Beverages</i>			
4-6	License fees		
	Class "A" (beer)	\$400.00	\$400.00
	Class "B" (beer)	\$100.00	\$100.00
	Special event or picnic license	\$10.00	\$10.00
	"Class A" (liquor)	\$400.00	\$400.00
	"Class B" (liquor)	\$400.00	\$400.00
	Operator's license (two-year license)	\$50.00	\$50.00
	Initial issuance of a reserve "Class B" (liquor) license	\$10,000.00	\$10,000.00
	"Class C" (wine)	\$100.00	\$100.00
	Provisional retail license	\$15.00	\$15.00
	Publication fee	\$25.00	\$25.00
<i>Chapter 6--Animals</i>			
6-1	Animal establishment license fee	\$100.00	\$100.00
	For each male breeding dog	\$300.00	\$300.00
	For each female breeding dog	\$250.00	\$250.00
6-2	Dog and cat license tax		
	For a neutered spayed male dog or cat	\$5.00	\$10.00
	For a spayed female dog or cat	\$5.00	\$10.00
	For an unneutered male dog or cat	\$25.00	\$30.00
	For an unspayed unneutered female dog or cat	\$25.00	\$30.00
	Late fee	\$5.00	\$5.00
	Duplicate collar tag fee	\$0.50	\$0.50
6-3	License fee to keep hens	\$5.00	\$5.00
	Late fee	\$5.00	\$5.00
6-11	Beekeeping annual permit fee	\$10.00	\$25.00
	Beekeeping initial inspection fee		\$75.00
<i>Chapter 8—Buildings and construction</i>			
8-47	One- and two-family residential construction plan approval		
	Principal-use building plan	\$50.00	\$50.00
	Accessory-use building plan	\$25.00	\$25.00
	HVAC plan – Energy (heat loss) calculations	\$0.00	\$0.00
	Plumbing plan – Fixture list	\$0.00	\$0.00
	Multi-family residential construction plan approval		
	Principal-use building plan	\$100.00	\$100.00
	Accessory-use building plan	\$100.00	\$100.00
	Sign structural plan	\$50.00	\$50.00
	HVAC plan – Mechanical systems plan	\$100.00	\$100.00
	Plumbing system plan	\$100.00	\$100.00
	Commercial, educational, institutional, industrial plan approval		
	Principal-use building plan	\$100.00	\$100.00

8-47	Accessory-use building plan		\$100.00	\$100.00
	Sign structural plan		\$50.00	\$50.00
	HVAC plan – Mechanical systems plan		\$100.00	\$100.00
	Plumbing system plan		\$100.00	\$100.00
One- and two-family residential construction permits				
Principal or accessory building permits				
	New construction (per sq. foot)		\$0.095	\$0.095
	Windows/doors		\$50.00	\$50.00
	Move building		\$50.00	\$50.00
	Raze/demolish building		\$50.00	\$50.00
Accessory structure building permits				
	Curb cut, culvert, driveway		\$50.00	\$50.00
	Landscape structures		\$50.00	\$50.00
	Fencing		\$50.00	\$50.00
	Hot tub, swimming pool		\$50.00	\$50.00
	Pond		\$50.00	\$50.00
	Satellite receiver		\$50.00	\$50.00
	Tower structure		\$50.00	\$50.00
Subdivision or neighborhood identification signage				
	Base fee		\$30.00	\$40.00
	Additional fee per square foot		\$0.30	\$0.30
Multi-family residential construction permits				
Principal or accessory building permits				
	General construction; new building (per sq. ft)		\$0.105	\$0.135
	Roofing replacement		\$70.00	\$70.00
	Built-up or membrane (per sq. ft.)		\$0.01	\$0.01
	Siding		\$70.00	\$70.00
	Brick veneer (per sq. ft.)		\$0.01	\$0.01
	Move building		\$50.00	\$70.00
	Base fee		\$70.00	\$70.00
	Foundation area fee (per sq. ft.)		\$0.105	\$0.135
	Raze/demolish building		\$70.00	\$70.00
Accessory structures				
	Curb cut, culvert, driveway		\$70.00	\$70.00
	Landscape structures		\$70.00	\$70.00
	Fencing		\$70.00	\$70.00
	Hot tub, swimming pool		\$70.00	\$70.00
	Pond		\$70.00	\$70.00
	Satellite receiver		\$70.00	\$70.00
	Tower structure		\$70.00	\$70.00
Subdivision or neighborhood identification signage				
	Base fee		\$30.00	\$40.00
	Additional fee per square foot		\$0.30	\$0.30
Commercial, educational, institutional, industrial use building permits				
Principal or accessory building permits				
	General construction building group 1: New building, etc. (per sq. ft)		\$0.065	\$0.065
	General construction building group 2: New building, etc. (per sq. ft)		\$0.135	\$0.135
	Roofing replacement: building group 1 & 2		\$70.00	\$70.00
	Built-up or membrane (per sq. ft.)		\$0.01	\$0.01

8-47	Siding	\$70.00	\$70.00
	Brick veneer (per sq. ft.)	\$0.01	\$0.01
	Move building: building group 1 & 2		
	Base fee	\$70.00	\$70.00
	Foundation area fee (per sq. ft.)	\$0.105	\$0.135
	Raze/demolish building	\$70.00	\$70.00
	Accessory structures		
	Curb cut, culvert, driveway	\$70.00	\$70.00
	Landscape structures	\$70.00	\$70.00
	Fencing	\$70.00	\$70.00
	Hot tub, swimming pool	\$70.00	\$70.00
	Pond	\$70.00	\$70.00
	Satellite receiver	\$70.00	\$70.00
	Tower structure	\$70.00	\$70.00
	Subdivision or neighborhood identification signage		
	Base fee	\$30.00	\$40.00
	Additional fee per square foot	\$0.30	\$0.30
	Temporary or mobile sign	\$30.00	\$30.00
8-360	One- and two-family residential plumbing permit fees		
	General plumbing (per fixture)	\$7.00	\$7.00
	Water service connection permit	\$30.00	\$30.00
	Sanitary sewer connection	\$30.00	\$30.00
	Storm sewer connection (each)	\$30.00	\$30.00
	Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50	\$2.50
	Lawn sprinkler system-reduced pressure valve	\$50.00	\$50.00
	Water heater replacement	\$30.00	\$30.00
	Palmer valve	\$50.00	\$50.00
	Back water valve	\$30.00	\$30.00
	Multi-family residential plumbing permit fees		
	General plumbing (per fixture)	\$7.00	\$7.00
	Water service connection permit	\$30.00	\$30.00
	Sanitary sewer connection	\$30.00	\$30.00
	Storm sewer connection (each)	\$30.00	\$30.00
	Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50	\$2.50
	Lawn sprinkler system-reduced pressure valve	\$70.00	\$70.00
	Water heater replacement	\$70.00	\$70.00
	Commercial, educational, institutional, industrial use plumbing permits		
	General plumbing (per fixture)	\$8.00	\$8.00
	Water service connection permit	\$30.00	\$30.00
	Sanitary sewer connection	\$30.00	\$30.00
	Storm sewer connection (each)	\$30.00	\$30.00
	Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50	\$2.50
	Lawn sprinkler system-reduced pressure valve	\$70.00	\$70.00
	Water heater replacement	\$70.00	\$70.00
	Sewer cap	\$70.00	\$70.00
8-369	Private well operation permit fee	\$100.00	\$100.00
8-449	Re-inspections of electrical wiring	\$50.00	\$75.00
8-451	One- and two-family residential electrical permits		

	General electrical system (per sq. foot)		\$0.045	\$0.045
	Electrical service		\$50.00	\$50.00
	Air conditioning addition		\$50.00	\$50.00
	Multi-family residential electrical permits			
	General electrical system (per sq. foot)		\$0.055	\$0.85
	Electrical service – initial		\$70.00	\$70.00
	Electrical service – each additional		\$30.00	\$30.00
	Air conditioning addition		\$70.00	\$70.00
	Commercial, educational, institutional, industrial electrical permits			
	General electric – building group 1 (per sq. foot)		\$0.045	\$0.045
	General electric – building group 2 (per sq. foot)		\$0.085	\$0.085
	Project cost \$0-\$10,000		\$70.00	\$70.00
	Project cost \$10,001-\$50,000		\$140.00	\$140.00
	Project cost \$50,001-\$100,000		\$210.00	\$210.00
	Project cost \$100,001-\$200,000		\$300.00	\$300.00
	Project cost \$200,001-\$300,000		\$400.00	\$400.00
	Project cost greater than \$300,000		\$500.00	\$500.00
	Additional fee per \$100,000 above \$300,000		\$100.00	\$100.00
	Internally or externally illuminated sign		\$70.00	\$70.00
8-629	Roominghouse/shelter facility permit fee		\$30.00	\$30.00
	Additional fee per dwelling unit or rooming unit		\$10.00	\$10.00
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30		\$25.00	\$25.00
8-478	One- and two-family residential mechanical (HVAC) permits			
	General HVAC system (per sq. foot)		\$0.045	\$0.85
	Heating unit replacement		\$50.00	\$50.00
	Air conditioning addition (per unit)		\$50.00	\$50.00
	Multi-family residential mechanical (HVAC) permits			
	General HVAC system (per sq. foot)		\$0.055	\$0.055
	Heating unit replacement		\$70.00	\$70.00
	Air conditioning addition/replacement (per unit)		\$70.00	\$70.00
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits			
	General HVAC: ductless unit-heater systems only (per sq. foot)		\$0.045	\$0.045
	General HVAC: ducted or hydronic (per sq. foot)		\$0.085	\$0.085
	Heating unit replacement		\$70.00	\$70.00
	Air conditioning addition/replacement (per unit)		\$70.00	\$70.00
Chapter 10—Businesses				
10-19	License for the sale of each of the following or the conduct of the business or activity			
	Ambulances			
	Per vehicle for first vehicle licensed by any person		\$50.00	\$50.00
	Per additional vehicle		\$25.00	\$25.00
	Auto salvage		\$100.00	\$100.00
	Billiard and pool tables, gamerooms, per table or gameroom		\$5.00	\$5.00
	Canvasser, solicitor, peddler and transient merchants, and direct seller’s investigation fee		\$5.00	\$5.00
	Cigarettes		\$100.00	\$100.00
	Junk and secondhand dealers			
	For maintaining a building, warehouse, or yard		\$50.00	\$50.00

10-19		For each hand-drawn vehicle used for junk dealing	\$1.00	\$1.00
		For each vehicle other than hand drawn	\$3.00	\$3.00
		Secondhand article dealer permit	\$27.50	\$27.50
		Secondhand jewelry dealer permit	\$30.00	\$30.00
		Secondhand article dealer: mall/flea market permit	\$165.00	\$165.00
		Parades	\$0.00	\$0.00
		Pawn brokers	\$210.00	\$210.00
		Residential building contractors		
		Initial	\$25.00	\$25.00
		Renewal	\$10.00	\$10.00
		Temporary permit	\$0.00	\$0.00
		Taxicab business licenses		
		For an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00	\$0.00
		For a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00	\$0.00
		For any other person		
		For each taxicab with a capacity of seven or fewer passengers, not including the driver	\$25.00	\$25.00
		For each taxicab with a capacity of eight to 15 passengers, not including the driver	\$50.00	\$50.00
		Taxicab operator's licenses		
		For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00	\$0.00
		For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00	\$0.00
		For any other person	\$50.00	\$50.00
10-90		Auto salvage storage permit fee	\$100.00	\$100.00
10-92		Newspaper vending machine permit fee	\$50.00	\$50.00
10-93		Parklet permit fee	\$200.00	\$200.00
10-140		Temporary facility license fee	\$25.00	\$25.00
10-142		Facility license fee		
		If the premises is not also licensed under Ch. 4, GBMC	\$75.00	\$75.00
		If the premises is also licensed under Ch. 4, GBMC	\$25.00	\$25.00
10-143		Facility operator's license fee	\$10.00	\$10.00
10-203		Sexually-oriented adult entertainment establishment license fee	\$750.00	\$750.00
10-205		Sexually-oriented adult entertainment establishment license renewal fee	\$250.00	\$250.00
10-210		Sexually-oriented adult entertainment establishment employee registration fee	\$30.00	\$30.00
10-238		Escort service application fee	\$500.00	\$500.00
		Escort service license fee	\$500.00	\$500.00
10-240		Escort service license renewal fee	\$500.00	\$500.00
10-243		Escort registration fee	\$25.00	\$25.00
10-274		Direct sales permit fee		
		Temporary (30-day)	\$100.00	\$100.00
		Annual	\$350.00	\$350.00
		Request for additional locations beyond three	\$50.00	\$50.00
		Request for change of location	\$10.00	\$10.00
		Solicitor's permit fee		
		Temporary (30-day)	\$25.00	\$25.00
		Annual	\$100.00	\$100.00

10-342	Junk dealer annual fee	\$50.00	\$50.00
10-344	Junk dealer daily reporting failure fee	\$10.00	\$10.00
10-374	Junk collector annual fee	\$3.00	\$3.00
10-428	Special event fee – Simple event		
10-428	Small non-profit park event fee		
	Resident application fee	\$25.00	\$25.00
	Late application fee	\$25.00	\$25.00
	First time event additional fee	\$50.00	\$50.00
	Event location change fee	\$0.00	\$0.00
	Event cancellation fee	\$10.00	\$10.00
	Small non-profit block party		
	Resident application fee	\$25.00	\$25.00
	Late application fee	\$25.00	\$25.00
	First time event additional fee	\$50.00	\$50.00
	Event location change fee	\$0.00	\$0.00
	Event cancellation fee	\$10.00	\$10.00
	Special event fee – Small events		
	Athletic Event		
	Resident application fee	\$100.00	\$100.00
	Non-resident application fee	\$150.00	\$150.00
	Late application fee	\$50.00	\$50.00
	First time event additional fee	\$175.00	\$175.00
	Event location change fee	\$25.00	\$25.00
	Event cancellation fee	\$25.00	\$25.00
	All other small events		
	Resident application fee	\$50.00	\$50.00
	Non-resident application fee	\$75.00	\$75.00
	Late application fee	\$25.00	\$25.00
	First time event additional fee	\$88.00	\$88.00
	Event location change fee	\$13.00	\$13.00
	Event cancellation fee	\$13.00	\$13.00
	Special event fee – Medium events		
	Athletic Event		
	Resident application fee	\$200.00	\$200.00
	Non-resident application fee	\$300.00	\$300.00
	Late application fee	\$100.00	\$100.00
	First time event additional fee	\$350.00	\$350.00
	Event location change fee	\$50.00	\$50.00
	Event cancellation fee	\$50.00	\$50.00
	All other medium events		
	Resident application fee	\$175.00	\$175.00
	Non-resident application fee	\$263.00	\$263.00
	Late application fee	\$88.00	\$88.00
	First time event additional fee	\$306.00	\$306.00
	Event location change fee	\$44.00	\$44.00
	Event cancellation fee	\$44.00	\$44.00
	Special event fee – Large events		
	Athletic Event		
	Resident application fee	\$300.00	\$300.00
	Non-resident application fee	\$450.00	\$450.00
	Late application fee	\$150.00	\$150.00

10-428		First time event additional fee	\$525.00	\$525.00
		Event location change fee	\$75.00	\$75.00
		Event cancellation fee	\$75.00	\$75.00
		All other large events		
		Resident application fee	\$275.00	\$275.00
		Non-resident application fee	\$413.00	\$413.00
		Late application fee	\$138.00	\$138.00
		First time event additional fee	\$481.00	\$481.00
		Event location change fee	\$69.00	\$69.00
		Event cancellation fee	\$69.00	\$69.00
		Special event fee - Small budget film/ photography		
		Resident application fee	\$25.00	\$25.00
		Non-resident application fee	\$38.00	\$38.00
		Late application fee	\$13.00	\$13.00
		Event location change fee	\$6.00	\$6.00
		Event cancellation fee	\$6.00	\$6.00
		Special event fee - Special hazard event		
		Resident application fee	\$500.00	\$500.00
		Non-resident application fee	\$750.00	\$750.00
		Late application fee	\$250.00	\$250.00
		First time event additional fee	\$875.00	\$875.00
		Event location change fee	\$125.00	\$125.00
		Event cancellation fee	\$125.00	\$125.00
10-458		Public vehicle business license fee	\$25.00	\$25.00
		Public vehicle business motor vehicle inspection fee	\$25.00	\$25.00
10-459		Public vehicle business operator's license fee	\$50.00	\$50.00
10-493		Commercial quadricycle business license fee	\$25.00	\$25.00
		Commercial quadricycle inspection fee	\$25.00	\$25.00
10-494		Commercial quadricycle operator's license fee	\$50.00	\$50.00
10-514		Underground sprinkler license fee	\$25.00	\$25.00
10-544		Lobbyist registration fee	\$20.00	\$20.00
10-574		Mobile food establishment license to operate fee		
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
10-574		Mobile food establishment license to operate renewal fee		
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00	\$50.00
10-599		Tree and brush trimmer license fee	\$25.00	\$25.00
10-634		Weights and measures fees		
		Annual processing fee	\$30.00	\$30.00
		Product look-up (PLU) or scanner system	\$100.00	\$100.00
		Electronic cash register (ECR) interfaced with other devices (per register)	\$30.00	\$30.00
		Scales (1-50 lbs.) (per device)	\$35.00	\$35.00
		Scales (>50 lbs. up to 1,000 lbs.) (per device)	\$30.00	\$30.00
		Sensitive scale (prescription, jewelry, precious metal) (per device)	\$60.00	\$60.00
		Vehicle scales (per device)	\$100.00	\$100.00

10-634	Livestock scales (per device)		\$100.00	\$100.00
	Auto recycling machine (per device)		\$100.00	\$100.00
	Vehicle tank meters, petroleum products (per device)		\$35.00	\$35.00
	Vehicle tank meters, lubricant products (per device)		\$35.00	\$35.00
	LMDs (per device or grade listed on dispenser)		\$30.00	\$30.00
	LMDs high output device (per device)		\$35.00	\$35.00
	LMDs marina fuel dispenser (per device)		\$30.00	\$30.00
	Coin operated timer (per device)		\$5.00	\$5.00
	Taxi cab meter (per device)		\$25.00	\$25.00
	Miscellaneous device (per hour)		\$50.00	\$50.00
	Re-inspection after follow-up compliance inspection (per inspection)		\$50.00	\$50.00
10-740	Alarm business permit fee		\$50.00	\$50.00
10-741	Alarm user permit fee			
	For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system		\$20.00	\$25.00
	For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both		\$40.00	\$40.00
10-742	False alarm on hold-up alarms			
	Premises holding a permit			
		Second false hold-up alarm	\$100.00	\$100.00
		Third false hold-up alarm	\$200.00	\$200.00
		Fourth and subsequent false hold-up alarms	\$350.00	\$350.00
	Premises without a permit			
		First false hold-up alarm	\$100.00	\$100.00
		Second false hold-up alarm	\$200.00	\$200.00
		Third and subsequent false hold-up alarms	\$350.00	\$350.00
	False alarm on alarm systems other than hold-up alarms			
	Premises holding a permit			
		Second false alarm	\$50.00	\$50.00
		Third false alarm	\$75.00	\$75.00
		Fourth false alarm	\$125.00	\$125.00
		Fifth and subsequent false alarms	\$225.00	\$250.00
	Premises without a permit			
		First false alarm	\$50.00	\$50.00
		Second false alarm	\$75.00	\$75.00
		Third false alarm	\$125.00	\$125.00
		Fourth and subsequent false alarms	\$225.00	\$250.00
<i>Chapter 16-Environment</i>				
16-40	Erosion control permit			
	One- and two-family residential			
		Single parcel	\$50.00	\$50.00
		Multi-parcel or subdivision (per parcel)	\$20.00	\$20.00
	Multi-family residential			
		Single parcel	\$50.00	\$100.00
		Multi-parcel (per parcel)	\$20.00	\$20.00
	Commercial, educational, institutional, industrial uses			
		Single parcel	\$50.00	\$100.00
		Multi-parcel (per parcel)	\$20.00	\$20.00

16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	\$4,200.00	\$4,200.00
16-82	Storm water management plan permit fee	\$0.00	\$500.00
	Storm water management plan permit fee (Not to exceed the total estimated construction cost of the stormwater management practice, plus 15%.)		
	0.5 to 1.99 acres of disturbance		\$5,000.00
	2 to 4.99 acres of disturbance		\$10,000.00
	5 or more acres of disturbance		\$25,000.00
<i>Chapter 18—Fire Prevention and Control</i>			
18-66	Re-inspections for compliance with Ch. 18, Art. II, GBMC	\$50.00	\$50.00
18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute	\$200.00	\$200.00
18-93	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute	\$600.00	\$600.00
<i>Chapter 24-Nuisances</i>			
24-84	Unmanaged vegetative growth removal		
	Administrative charge (per parcel)	\$72.00	\$72.00
	Labor cost (per hour)	\$78.00	\$78.00
	Equipment cost (per hour)	\$74.00	\$74.00
	Minimum total charge (1/2 hour)	\$148.00	\$148.00
<i>Chapter 28-Parks and Recreation</i>			
28-3	Protection of parks and greenways		
	Encroachment fee	\$75.00	\$75.00
28-7	Metro Boat Launch		
	Daily launch fee	\$6.00	\$6.00
	Season launch pass	\$60.00	\$60.00
	Seniors season launch pass	\$50.00	\$50.00
	Commercial season launch pass	\$75.00	\$75.00
<i>Chapter 32—Solid Waste</i>			
32-2	Yard waste collection		
	Hourly rate	\$195.00	\$195.00
	Minimum fee (1/3 hour plus administrative fee)	\$85.00	\$85.00
	Administrative fee	\$20.00	\$20.00
	Bulk waste collection		
	0-3 cubic yards	\$95.00	\$95.00
	3-10 cubic yards	\$190.00	\$190.00
	10+ cubic yards	\$285.00	\$285.00
	Appliance collection		
	Refrigerators/Freezers (each)	\$45.00	\$45.00
32-2	Appliances with freon (each)	\$45.00	\$45.00
	All other appliances	\$35.00	\$35.00
	Electronics collection (each)	\$60.00	\$60.00
	Tipper carts		
	Garbage – 96 gallon (plus sales tax)	\$96.00	\$96.00
	Recycling – 96 gallon (plus sales tax)	\$100.00	\$100.00
	Improper cart storage (per violation)	\$38.00	\$38.00
	Early/Late setout (per violation)	\$61.00	\$61.00
	Recycling in garbage cart (per violation)	\$61.00	\$61.00
	Garbage in recycling cart (per violation)	\$61.00	\$61.00

32-3	Private collector's license fee		
	Per vehicle for first vehicle licensed by any person	\$25.00	\$25.00
	Per additional vehicle	\$5.00	\$5.00
<i>Chapter 34—Streets, Sidewalks, and Other Public Places</i>			
34-5	Excavation permit fee	\$50.00	\$50.00
	First 100 square feet of excavation	\$37.80	\$37.80
	Each additional 100 square feet of excavation	\$7.60	\$7.60
34-5	Permanent repair of excavated pavement		
	Asphalt streets – Administrative fee (all streets)	\$45.00	\$45.00
	Asphalt streets – Concrete base (sq yard)	\$74.00	\$74.00
	Asphalt streets – Gravel base (sq yard)	\$132.00	\$132.00
	Concrete streets – Administrative fee	\$45.00	\$45.00
	Concrete streets (sq yard)	**	**
**Actual Cost from Annual Pavement Repair Contract			
34-8	Sidewalk builder's license fee	\$25.00	\$25.00
34-14	Sidewalk snow and ice management fees		
	Base fee (per instance)	\$60.00	\$60.00
	Snow/Ice removal fee (per linear foot)	\$0.27	\$0.27
34-64	Leicht park dock fee – Cruise ship dockage		
	Per day	\$1,500.00	\$1,500.00
	Per day/evening	\$2,000.00	\$2,000.00
<i>Chapter 36--Subdivisions</i>			
36-34	Review fees		
	Preliminary city/extraterritorial subdivision plat	\$150.00	\$150.00
	Additional fee per lot/outlot	\$35.00	
	Preliminary city/extraterritorial certified survey map	\$150.00	\$250.00
	Final city/extraterritorial subdivision plat	\$100.00	\$150.00
	City/extraterritorial subdivision/CSM variance	\$100.00	\$150.00
	Preliminary condominium plat		\$250.00
36-558	Parkland development fee	\$350.00	\$350.00
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	\$100.00	\$100.00
<i>Chapter 44--Zoning</i>			
44-82	Zoning amendment fee	\$375.00	\$375.00
44-83	Conditional use permit fee	\$375.00	\$375.00
44-112	Homebased occupation fee	\$0.00	\$0.00
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00	\$50.00
44-1580	Short Term Rental Permit – Initial	\$500.00	\$500.00
	Short Term Rental Permit – Annual Renewal	\$250.00	\$250.00
44-1890	One- and two-family residential site plan approval		
	Principal use building & site development, area smaller than \$1,000 square feet	\$25.00	\$25.00
	Principal use building & site development, area \$1,000 square feet or larger	\$50.00	\$50.00
	Accessory use building, area larger than 150 square feet only	\$25.00	\$25.00
	Fencing – new construction	\$0.00	\$0.00
	Landscaping: land-disturbing activity or new structure	\$25.00	\$25.00
	Tower structure – new construction	\$25.00	\$25.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$25.00	\$25.00
	New construction, addition, or alteration of water structure	\$25.00	\$25.00

44-1890	(swimming pool, hot tub, pond)			
	New or reconstructed subdivision or neighborhood identification signage		\$25.00	\$25.00
	Floodplain land use approval		\$50.00	\$50.00
	Shoreland/wetland land use approval		\$50.00	\$50.00
	Erosion control		\$25.00	\$25.00
	Board of Appeals application and hearing fee		\$125.00	\$125.00
	Multi-family residential site plan approval			
	Principal use building & site development			
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	Accessory use building			
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	Fencing – new construction		\$50.00	\$50.00
	Landscaping: land-disturbing activity or new structure		\$50.00	\$50.00
	Tower structure – new construction		\$50.00	\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron			
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)			
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	New or reconstructed subdivision or neighborhood identification signage		\$25.00	\$25.00
	Floodplain land use approval		\$50.00	\$50.00
	Shoreland/wetland land use approval		\$50.00	\$50.00
	Erosion control		\$50.00	\$50.00
	Board of Appeals application and hearing fee		\$125.00	\$125.00
	Commercial, educational, institutional, industrial use site plan approval			
		Principal use building & site development		
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
44-1890	Accessory use building			
		Base Fee	\$50.00	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00	\$5.00
	Fencing – new construction		\$50.00	\$50.00
	Landscaping: land-disturbing activity or new structure		\$50.00	\$50.00
	Tower structure – new construction		\$50.00	\$50.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron		\$50.00	\$50.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)		\$50.00	\$50.00
	New or reconstructed subdivision or neighborhood identification signage		\$25.00	\$25.00
	Floodplain land use approval		\$50.00	\$50.00
	Shoreland/wetland land use approval		\$50.00	\$50.00
	Erosion control		\$50.00	\$50.00
	Board of Appeals application and hearing fee		\$150.00	\$250.00
Other services				

One- and two-family residential			
	Certificate of occupancy	\$30.00	\$30.00
	Floodplain certificate	\$10.00	\$50.00
	Property compliance letter	\$30.00	\$30.00
	Reinspection fee	\$75.00	\$75.00
	Uniform dwelling code seal	\$30.00	\$30.00
	Zoning certificate (initial letter)	\$30.00	\$50.00
	Zoning certificate (reprinted)	\$10.00	\$0.00
Multi-family residential			
	Certificate of occupancy	\$30.00	\$30.00
	Floodplain certificate	\$10.00	\$50.00
	Property compliance letter	\$30.00	\$30.00
	Reinspection fee	\$50.00	\$75.00
	Zoning certificate (initial letter)	\$30.00	\$50.00
	Zoning certificate (reprinted)	\$10.00	\$0.00
Commercial, educational, institutional, industrial uses			
	Certificate of occupancy	\$50.00	\$50.00
	Business license compliance letter	\$50.00	\$50.00
	Floodplain certificate	\$10.00	\$10.00
	Property compliance letter	\$30.00	\$30.00
	Reinspection fee	\$75.00	\$75.00
	Zoning certificate (initial letter)	\$50.00	\$50.00
	Zoning certificate (reprinted)	\$10.00	\$10.00
<i>Miscellaneous</i>			
	Other miscellaneous fees may also be established by policy approved by the Council from time to time		
	Planned Unit Development and PUD Amendment fee	\$425.00	\$425.00
	Subdivision Plat – Preliminary (plus \$35.00 per outlot)	\$150.00	\$150.00
	Subdivision Plat – Final	\$150.00	\$150.00
	Condominium Plat – Preliminary (plus \$35.00 per outlot)	\$250.00	\$250.00
	Condominium Plat – Final	\$150.00	\$150.00
	Certified Survey Map (“CSM”)	\$250.00	\$250.00
	Subdivision/CSM Variance	\$150.00	\$150.00
	Postponement of Development Fees	\$100.00	\$100.00
	Development District Map Amendment	\$200.00	\$200.00
	Official Map Amendment	\$200.00	\$200.00
	Discontinuance of a Public Utility Easement	\$200.00	\$200.00
	Declare City Property “City Surplus”	\$200.00	\$200.00
	Street Name Change	\$200.00	\$200.00
	Vacate Street/Alley/Pedestrian Way	\$300.00	\$300.00
	Comprehensive Plan Amendment	\$275.00	\$275.00
	Sign – Permanent (plus \$.50 per square foot)	\$40.00	\$40.00
	Sign – Temporary	\$40.00	\$40.00
	Floodplain Determination Letter/Certificate	\$50.00	\$50.00
	Zoning Certificate – Initial	\$50.00	\$50.00
	Zoning Certificate – Reprint	\$0.00	\$0.00
	Board of Appeals Initiation – Residential (including but not limited to single-family and two-family)	\$125.00	\$125.00
	Board of Appeals Initiation – All Other	\$250.00	\$250.00
	Land Use Permit	\$50.00	\$50.00
	Temporary Use Permit	\$25.00	\$25.00

	Home Occupation	\$25.00	\$25.00
	Annexation	\$150.00	\$150.00
	Cell Tower – Buildings and Colocations	\$500.00	\$500.00
	Cell Tower – New Towers	\$1,000.00	\$1,000.00

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk
law

**RESOLUTION ADOPTING
CITY OF GREEN BAY 2024 FEE SCHEDULE**

August 22, 2023

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

That the City of Green Bay 2024 Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted _____

Approved _____

Mayor _____

Clerk

law

Attachment – Exhibit A, City of Green 2024 Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

<i>Code Section</i>	<i>Description</i>	<i>2024 Fee</i>
<i>Chapter 2—Administration</i>		
2-217	Municipal vehicle registration fee	\$20.00
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	\$5.00
<i>Chapter 4--Alcohol Beverages</i>		
4-6	License fees	
	Class "A" (beer)	\$400.00
	Class "B" (beer)	\$100.00
	Special event or picnic license	\$10.00
	"Class A" (liquor)	\$400.00
	"Class B" (liquor)	\$400.00
	Operator's license (two-year license)	\$50.00
	Initial issuance of a reserve "Class B" (liquor) license	\$10,000.00
	"Class C" (wine)	\$100.00
	Provisional retail license	\$15.00
	Publication fee	\$25.00
<i>Chapter 6--Animals</i>		
6-1	Animal establishment license fee	\$100.00
	For each male breeding dog	\$300.00
	For each female breeding dog	\$250.00
6-2	Dog and cat license tax	
	For a spayed male dog or cat	\$10.00
	For a spayed female dog or cat	\$10.00
	For an unneutered male dog or cat	\$30.00
	For an unneutered female dog or cat	\$30.00
	Late fee	\$5.00
	Duplicate collar tag fee	\$0.50
6-3	License fee to keep hens	\$5.00
	Late fee	\$5.00
6-11	Beekeeping annual permit fee	\$25.00
	Beekeeping initial inspection fee	\$75.00
<i>Chapter 8—Buildings and construction</i>		
8-47	One- and two-family residential construction plan approval	
	Principal-use building plan	\$50.00
	Accessory-use building plan	\$25.00
	HVAC plan – Energy (heat loss) calculations	\$0.00
	Plumbing plan – Fixture list	\$0.00
	Multi-family residential construction plan approval	
	Principal-use building plan	\$100.00
	Accessory-use building plan	\$100.00
	Sign structural plan	\$50.00
	HVAC plan – Mechanical systems plan	\$100.00
	Plumbing system plan	\$100.00
	Commercial, educational, institutional, industrial plan approval	
	Principal-use building plan	\$100.00
8-47	Accessory-use building plan	\$100.00

8-47		Sign structural plan	\$50.00
		HVAC plan – Mechanical systems plan	\$100.00
		Plumbing system plan	\$100.00
		One- and two-family residential construction permits	
		Principal or accessory building permits	
		New construction (per sq. foot)	\$0.095
		Windows/doors	\$50.00
		Move building	\$50.00
		Raze/demolish building	\$50.00
		Accessory structure building permits	
		Curb cut, culvert, driveway	\$50.00
		Landscape structures	\$50.00
		Fencing	\$50.00
		Hot tub, swimming pool	\$50.00
		Pond	\$50.00
		Satellite receiver	\$50.00
		Tower structure	\$50.00
		Subdivision or neighborhood identification signage	
		Base fee	\$40.00
		Additional fee per square foot	\$0.30
		Multi-family residential construction permits	
		Principal or accessory building permits	
		General construction; new building (per sq. ft)	\$0.135
		Roofing replacement	\$70.00
		Built-up or membrane (per sq. ft.)	\$0.01
		Siding	\$70.00
		Brick veneer (per sq. ft.)	\$0.01
		Move building	\$70.00
		Base fee	\$70.00
		Foundation area fee (per sq. ft.)	\$0.135
		Raze/demolish building	\$70.00
		Accessory structures	
		Curb cut, culvert, driveway	\$70.00
		Landscape structures	\$70.00
		Fencing	\$70.00
		Hot tub, swimming pool	\$70.00
		Pond	\$70.00
		Satellite receiver	\$70.00
		Tower structure	\$70.00
		Subdivision or neighborhood identification signage	
		Base fee	\$40.00
		Additional fee per square foot	\$0.30
		Commercial, educational, institutional, industrial use building permits	
		Principal or accessory building permits	
		General construction building group 1: New building, etc. (per sq. ft)	\$0.065
		General construction building group 2: New building, etc. (per sq. ft)	\$0.135
		Roofing replacement: building group 1 & 2	\$70.00
		Built-up or membrane (per sq. ft.)	\$0.01
		Siding	\$70.00

		Brick veneer (per sq. ft.)	\$0.01
		Move building: building group 1 & 2	
		Base fee	\$70.00
		Foundation area fee (per sq. ft.)	\$0.135
		Raze/demolish building	\$70.00
		Accessory structures	
		Curb cut, culvert, driveway	\$70.00
		Landscape structures	\$70.00
		Fencing	\$70.00
		Hot tub, swimming pool	\$70.00
		Pond	\$70.00
		Satellite receiver	\$70.00
		Tower structure	\$70.00
		Subdivision or neighborhood identification signage	
		Base fee	\$40.00
		Additional fee per square foot	\$0.30
		Temporary or mobile sign	\$30.00
8-360	One- and two-family residential plumbing permit fees		
		General plumbing (per fixture)	\$7.00
		Water service connection permit	\$30.00
		Sanitary sewer connection	\$30.00
		Storm sewer connection (each)	\$30.00
		Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$50.00
		Water heater replacement	\$30.00
		Palmer valve	\$50.00
		Back water valve	\$30.00
	Multi-family residential plumbing permit fees		
		General plumbing (per fixture)	\$7.00
		Water service connection permit	\$30.00
		Sanitary sewer connection	\$30.00
		Storm sewer connection (each)	\$30.00
		Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$70.00
		Water heater replacement	\$70.00
	Commercial, educational, institutional, industrial use plumbing permits		
		General plumbing (per fixture)	\$8.00
		Water service connection permit	\$30.00
		Sanitary sewer connection	\$30.00
		Storm sewer connection (each)	\$30.00
		Fire suppression system (per head) (\$70.00 minimum up to \$200.00)	\$2.50
		Lawn sprinkler system-reduced pressure valve	\$70.00
		Water heater replacement	\$70.00
		Sewer cap	\$70.00
8-369	Private well operation permit fee		\$100.00
8-449	Re-inspections of electrical wiring		\$75.00
8-451	One- and two-family residential electrical permits		
		General electrical system (per sq. foot)	\$0.045
		Electrical service	\$50.00
		Air conditioning addition	\$50.00
	Multi-family residential electrical permits		

	General electrical system (per sq. foot)	\$0.85
	Electrical service – initial	\$70.00
	Electrical service – each additional	\$30.00
	Air conditioning addition	\$70.00
	Commercial, educational, institutional, industrial electrical permits	
	General electric – building group 1 (per sq. foot)	\$0.045
	General electric – building group 2 (per sq. foot)	\$0.085
	Project cost \$0-\$10,000	\$70.00
	Project cost \$10,001-\$50,000	\$140.00
	Project cost \$50,001-\$100,000	\$210.00
	Project cost \$100,001-\$200,000	\$300.00
	Project cost \$200,001-\$300,000	\$400.00
	Project cost greater than \$300,000	\$500.00
	Additional fee per \$100,000 above \$300,000	\$100.00
	Internally or externally illuminated sign	\$70.00
8-629	Roominghouse/shelter facility permit fee	\$30.00
	Additional fee per dwelling unit or rooming unit	\$10.00
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30	\$25.00
8-478	One- and two-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	\$0.85
	Heating unit replacement	\$50.00
	Air conditioning addition (per unit)	\$50.00
	Multi-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	\$0.055
	Heating unit replacement	\$70.00
	Air conditioning addition/replacement (per unit)	\$70.00
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits	
	General HVAC: ductless unit-heater systems only (per sq. foot)	\$0.045
	General HVAC: ducted or hydronic (per sq. foot)	\$0.085
	Heating unit replacement	\$70.00
	Air conditioning addition/replacement (per unit)	\$70.00
Chapter 10—Businesses		
10-19	License for the sale of each of the following or the conduct of the business or activity	
	Ambulances	
	Per vehicle for first vehicle licensed by any person	\$50.00
	Per additional vehicle	\$25.00
	Auto salvage	\$100.00
	Billiard and pool tables, gamerooms, per table or gameroom	\$5.00
	Canvasser, solicitor, peddler and transient merchants, and direct seller's investigation fee	\$5.00
	Cigarettes	\$100.00
	Junk and secondhand dealers	
	For maintaining a building, warehouse, or yard	\$50.00
	For each hand-drawn vehicle used for junk dealing	\$1.00
	For each vehicle other than hand drawn	\$3.00
	Secondhand article dealer permit	\$27.50
	Secondhand jewelry dealer permit	\$30.00
10-19	Secondhand article dealer: mall/flea market permit	\$165.00
	Parades	\$0.00

	Pawn brokers	\$210.00
	Residential building contractors	
	Initial	\$25.00
	Renewal	\$10.00
	Temporary permit	\$0.00
	Taxicab business licenses	
	For an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00
	For a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00
	For any other person	
	For each taxicab with a capacity of seven or fewer passengers, not including the driver	\$25.00
	For each taxicab with a capacity of eight to 15 passengers, not including the driver	\$50.00
	Taxicab operator's licenses	
	For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	\$0.00
	For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	\$0.00
	For any other person	\$50.00
10-90	Auto salvage storage permit fee	\$100.00
10-92	Newspaper vending machine permit fee	\$50.00
10-93	Parklet permit fee	\$200.00
10-140	Temporary facility license fee	\$25.00
10-142	Facility license fee	
	If the premises is not also licensed under Ch. 4, GBMC	\$75.00
	If the premises is also licensed under Ch. 4, GBMC	\$25.00
10-143	Facility operator's license fee	\$10.00
10-203	Sexually-oriented adult entertainment establishment license fee	\$750.00
10-205	Sexually-oriented adult entertainment establishment license renewal fee	\$250.00
10-210	Sexually-oriented adult entertainment establishment employee registration fee	\$30.00
10-238	Escort service application fee	\$500.00
	Escort service license fee	\$500.00
10-240	Escort service license renewal fee	\$500.00
10-243	Escort registration fee	\$25.00
10-274	Direct sales permit fee	
	Temporary (30-day)	\$100.00
	Annual	\$350.00
	Request for additional locations beyond three	\$50.00
	Request for change of location	\$10.00
	Solicitor's permit fee	
	Temporary (30-day)	\$25.00
	Annual	\$100.00
10-342	Junk dealer annual fee	\$50.00
10-344	Junk dealer daily reporting failure fee	\$10.00
10-374	Junk collector annual fee	\$3.00
10-428	Special event fee – Simple event	
	Small non-profit park event fee	
	Resident application fee	\$25.00
	Late application fee	\$25.00
10-428	First time event additional fee	\$50.00

10-428		Event location change fee	\$0.00
		Event cancellation fee	\$10.00
		Small non-profit block party	
		Resident application fee	\$25.00
		Late application fee	\$25.00
		First time event additional fee	\$50.00
		Event location change fee	\$0.00
		Event cancellation fee	\$10.00
		Special event fee – Small events	
		Athletic Event	
		Resident application fee	\$100.00
		Non-resident application fee	\$150.00
		Late application fee	\$50.00
		First time event additional fee	\$175.00
		Event location change fee	\$25.00
		Event cancellation fee	\$25.00
		All other small events	
		Resident application fee	\$50.00
		Non-resident application fee	\$75.00
		Late application fee	\$25.00
		First time event additional fee	\$88.00
		Event location change fee	\$13.00
		Event cancellation fee	\$13.00
		Special event fee – Medium events	
		Athletic Event	
		Resident application fee	\$200.00
		Non-resident application fee	\$300.00
		Late application fee	\$100.00
		First time event additional fee	\$350.00
		Event location change fee	\$50.00
		Event cancellation fee	\$50.00
		All other medium events	
		Resident application fee	\$175.00
		Non-resident application fee	\$263.00
		Late application fee	\$88.00
		First time event additional fee	\$306.00
		Event location change fee	\$44.00
		Event cancellation fee	\$44.00
		Special event fee – Large events	
		Athletic Event	
		Resident application fee	\$300.00
		Non-resident application fee	\$450.00
		Late application fee	\$150.00
		First time event additional fee	\$525.00
		Event location change fee	\$75.00
		Event cancellation fee	\$75.00
		All other large events	
		Resident application fee	\$275.00
		Non-resident application fee	\$413.00
		Late application fee	\$138.00
		First time event additional fee	\$481.00

		Event location change fee	\$69.00
		Event cancellation fee	\$69.00
		Special event fee - Small budget film/ photography	
		Resident application fee	\$25.00
		Non-resident application fee	\$38.00
		Late application fee	\$13.00
		Event location change fee	\$6.00
		Event cancellation fee	\$6.00
		Special event fee - Special hazard event	
		Resident application fee	\$500.00
		Non-resident application fee	\$750.00
		Late application fee	\$250.00
		First time event additional fee	\$875.00
		Event location change fee	\$125.00
		Event cancellation fee	\$125.00
10-458		Public vehicle business license fee	\$25.00
		Public vehicle business motor vehicle inspection fee	\$25.00
10-459		Public vehicle business operator's license fee	\$50.00
10-493		Commercial quadricycle business license fee	\$25.00
		Commercial quadricycle inspection fee	\$25.00
10-494		Commercial quadricycle operator's license fee	\$50.00
10-514		Underground sprinkler license fee	\$25.00
10-544		Lobbyist registration fee	\$20.00
10-574		Mobile food establishment license to operate fee	
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00
10-574		Mobile food establishment license to operate renewal fee	
		If the license is not in connection with an existing City-based business that sells food-based products	\$50.00
		If the license is in connection with an existing City-based business that sells food-based products	\$50.00
10-599		Tree and brush trimmer license fee	\$25.00
10-634		Weights and measures fees	
		Annual processing fee	\$30.00
		Product look-up (PLU) or scanner system	\$100.00
		Electronic cash register (ECR) interfaced with other devices (per register)	\$30.00
		Scales (1-50 lbs.) (per device)	\$35.00
		Scales (>50 lbs. up to 1,000 lbs.) (per device)	\$30.00
		Sensitive scale (prescription, jewelry, precious metal) (per device)	\$60.00
		Vehicle scales (per device)	\$100.00
		Livestock scales (per device)	\$100.00
		Auto recycling machine (per device)	\$100.00
		Vehicle tank meters, petroleum products (per device)	\$35.00
		Vehicle tank meters, lubricant products (per device)	\$35.00
		LMDs (per device or grade listed on dispenser)	\$30.00
		LMDs high output device (per device)	\$35.00
		LMDs marina fuel dispenser (per device)	\$30.00

	Coin operated timer (per device)	\$5.00
	Taxi cab meter (per device)	\$25.00
	Miscellaneous device (per hour)	\$50.00
	Re-inspection after follow-up compliance inspection (per inspection)	\$50.00
10-740	Alarm business permit fee	\$50.00
10-741	Alarm user permit fee	
	For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system	\$25.00
	For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both	\$40.00
10-742	False alarm on hold-up alarms	
	Premises holding a permit	
	Second false hold-up alarm	\$100.00
	Third false hold-up alarm	\$200.00
	Fourth and subsequent false hold-up alarms	\$350.00
	Premises without a permit	
	First false hold-up alarm	\$100.00
	Second false hold-up alarm	\$200.00
	Third and subsequent false hold-up alarms	\$350.00
	False alarm on alarm systems other than hold-up alarms	
	Premises holding a permit	
	Second false alarm	\$50.00
	Third false alarm	\$75.00
	Fourth false alarm	\$125.00
	Fifth and subsequent false alarms	\$250.00
	Premises without a permit	
	First false alarm	\$50.00
	Second false alarm	\$75.00
	Third false alarm	\$125.00
	Fourth and subsequent false alarms	\$250.00
Chapter 16-Environment		
16-40	Erosion control permit	
	One- and two-family residential	
	Single parcel	\$50.00
	Multi-parcel or subdivision (per parcel)	\$20.00
	Multi-family residential	
	Single parcel	\$100.00
	Multi-parcel (per parcel)	\$20.00
	Commercial, educational, institutional, industrial uses	
	Single parcel	\$100.00
	Multi-parcel (per parcel)	\$20.00
16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	\$4,200.00
16-82	Storm water management plan permit fee	\$500.00
	Storm water management plan permit fee (Not to exceed the total estimated construction cost of the stormwater management practice, plus 15%.)	
	0.5 to 1.99 acres of disturbance	\$5,000.00
	2 to 4.99 acres of disturbance	\$10,000.00
	5 or more acres of disturbance	\$25,000.00
Chapter 18—Fire Prevention and Control		

18-66	Re-inspections for compliance with Ch. 18, Art. II, GBMC	\$50.00
18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute	\$200.00
18-93	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute	\$600.00
Chapter 24-Nuisances		
24-84	Unmanaged vegetative growth removal	
	Administrative charge (per parcel)	\$72.00
	Labor cost (per hour)	\$78.00
	Equipment cost (per hour)	\$74.00
	Minimum total charge (1/2 hour)	\$148.00
Chapter 28-Parks and Recreation		
28-3	Protection of parks and greenways	
	Encroachment fee	\$75.00
28-7	Metro Boat Launch	
	Daily launch fee	\$6.00
	Season launch pass	\$60.00
	Seniors season launch pass	\$50.00
	Commercial season launch pass	\$75.00
Chapter 32—Solid Waste		
32-2	Yard waste collection	
	Hourly rate	\$195.00
	Minimum fee (1/3 hour plus administrative fee)	\$85.00
	Administrative fee	\$20.00
	Bulk waste collection	
	0-3 cubic yards	\$95.00
	3-10 cubic yards	\$190.00
	10+ cubic yards	\$285.00
	Appliance collection	
	Refrigerators/Freezers (each)	\$45.00
32-2	Appliances with freon (each)	\$45.00
	All other appliances	\$35.00
	Electronics collection (each)	\$60.00
	Tipper carts	
	Garbage – 96 gallon (plus sales tax)	\$96.00
	Recycling – 96 gallon (plus sales tax)	\$100.00
	Improper cart storage (per violation)	\$38.00
	Early/Late setout (per violation)	\$61.00
	Recycling in garbage cart (per violation)	\$61.00
	Garbage in recycling cart (per violation)	\$61.00
32-3		
	Per vehicle for first vehicle licensed by any person	\$25.00
	Per additional vehicle	\$5.00
Chapter 34—Streets, Sidewalks, and Other Public Places		
34-5	Excavation permit fee	\$50.00
	First 100 square feet of excavation	\$37.80
	Each additional 100 square feet of excavation	\$7.60
34-5	Permanent repair of excavated pavement	
	Asphalt streets – Administrative fee (all streets)	\$45.00
	Asphalt streets – Concrete base (sq yard)	\$74.00
	Asphalt streets – Gravel base (sq yard)	\$132.00

	Concrete streets – Administrative fee	\$45.00
	Concrete streets (sq yard)	**
	**Actual Cost from Annual Pavement Repair Contract	
34-8	Sidewalk builder's license fee	\$25.00
34-14	Sidewalk snow and ice management fees	
	Base fee (per instance)	\$60.00
	Snow/Ice removal fee (per linear foot)	\$0.27
34-64	Leicht park dock fee – Cruise ship dockage	
	Per day	\$1,500.00
	Per day/evening	\$2,000.00
<i>Chapter 36--Subdivisions</i>		
36-34	Review fees	
	Preliminary city/extraterritorial subdivision plat	\$150.00
	Additional fee per lot/outlot	
	Preliminary city/extraterritorial certified survey map	\$250.00
	Final city/extraterritorial subdivision plat	\$150.00
	City/extraterritorial subdivision/CSM variance	\$150.00
	Preliminary condominium plat	\$250.00
36-558	Parkland development fee	\$350.00
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	\$100.00
<i>Chapter 44--Zoning</i>		
44-82	Zoning amendment fee	\$375.00
44-83	Conditional use permit fee	\$375.00
44-112	Homebased occupation fee	\$0.00
44-1552	Work done without Certificate of Appropriateness (per day)	\$50.00
44-1580	Short Term Rental Permit – Initial	\$500.00
	Short Term Rental Permit – Annual Renewal	\$250.00
44-1890	One- and two-family residential site plan approval	
	Principal use building & site development, area smaller than \$1,000 square feet	\$25.00
	Principal use building & site development, area \$1,000 square feet or larger	\$50.00
	Accessory use building, area larger than 150 square feet only	\$25.00
	Fencing – new construction	\$0.00
	Landscaping: land-disturbing activity or new structure	\$25.00
	Tower structure – new construction	\$25.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$25.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$25.00
	New or reconstructed subdivision or neighborhood identification signage	\$25.00
	Floodplain land use approval	\$50.00
	Shoreland/wetland land use approval	\$50.00
	Board of Appeals application and hearing fee	\$125.00
	Multi-family residential site plan approval	
	Principal use building & site development	
	Base Fee	\$50.00
	Additional fee per 1,000 sq. feet	\$5.00
	Accessory use building	
	Base Fee	\$50.00

44-1890		Additional fee per 1,000 sq. feet	\$5.00
		Fencing – new construction	\$50.00
		Landscaping: land-disturbing activity or new structure	\$50.00
		Tower structure – new construction	\$50.00
		New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	
		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	
		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		New or reconstructed subdivision or neighborhood identification signage	\$25.00
		Floodplain land use approval	\$50.00
		Shoreland/wetland land use approval	\$50.00
		Board of Appeals application and hearing fee	\$125.00
		Commercial, educational, institutional, industrial use site plan approval	
44-1890		Principal use building & site development	
		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		<i>Accessory use building</i>	
		Base Fee	\$50.00
		Additional fee per 1,000 sq. feet	\$5.00
		Fencing – new construction	\$50.00
		Landscaping: land-disturbing activity or new structure	\$50.00
		Tower structure – new construction	\$50.00
		New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	\$50.00
		New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	\$50.00
		New or reconstructed subdivision or neighborhood identification signage	\$25.00
		Floodplain land use approval	\$50.00
		Shoreland/wetland land use approval	\$50.00
		Board of Appeals application and hearing fee	\$250.00
Other services			
		One- and two-family residential	
		Certificate of occupancy	\$30.00
		Floodplain certificate	\$50.00
		Property compliance letter	\$30.00
		Reinspection fee	\$75.00
		Uniform dwelling code seal	\$30.00
		Zoning certificate (initial letter)	\$50.00
		Zoning certificate (reprinted)	\$0.00
		Multi-family residential	
		Certificate of occupancy	\$30.00
		Floodplain certificate	\$50.00
		Property compliance letter	\$30.00
		Reinspection fee	\$75.00
		Zoning certificate (initial letter)	\$50.00
		Zoning certificate (reprinted)	\$0.00
		Commercial, educational, institutional, industrial uses	
		Certificate of occupancy	\$50.00

	Business license compliance letter	\$50.00
	Floodplain certificate	\$10.00
	Property compliance letter	\$30.00
	Reinspection fee	\$75.00
	Zoning certificate (initial letter)	\$50.00
	Zoning certificate (reprinted)	\$10.00
<i>Miscellaneous</i>		
	Other miscellaneous fees may also be established by policy approved by the Council from time to time	
	Planned Unit Development and PUD Amendment fee	\$425.00
	Subdivision Plat – Preliminary (plus \$35.00 per outlot)	\$150.00
	Subdivision Plat – Final	\$150.00
	Condominium Plat – Preliminary (plus \$35.00 per outlot)	\$250.00
	Condominium Plat – Final	\$150.00
	Certified Survey Map (“CSM”)	\$250.00
	Subdivision/CSM Variance	\$150.00
	Postponement of Development Fees	\$100.00
	Development District Map Amendment	\$200.00
	Official Map Amendment	\$200.00
	Discontinuance of a Public Utility Easement	\$200.00
	Declare City Property “City Surplus”	\$200.00
	Street Name Change	\$200.00
	Vacate Street/Alley/Pedestrian Way	\$300.00
	Comprehensive Plan Amendment	\$275.00
	Sign – Permanent (plus \$.50 per square foot)	\$40.00
	Sign – Temporary	\$40.00
	Floodplain Determination Letter/Certificate	\$50.00
	Zoning Certificate – Initial	\$50.00
	Zoning Certificate – Reprint	\$0.00
	Board of Appeals Initiation – Residential (including but not limited to single-family and two-family)	\$125.00
	Board of Appeals Initiation – All Other	\$250.00
	Land Use Permit	\$50.00
	Temporary Use Permit	\$25.00
	Home Occupation	\$25.00
	Annexation	\$150.00
	Cell Tower – Buildings and Colocations	\$500.00
	Cell Tower – New Towers	\$1,000.00

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

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk
law



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 22, 2023

PREPARED BY

Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.4

To approve the acceptance of the Wisconsin Elections Commission's Election Security Subgrant program award of \$10,620.24 to be used toward purchasing redesigned absentee ballot envelopes.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Wi Election Commission security subgrant \$10,620



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

DATE: June 12, 2023

TO: Wisconsin Municipal Clerks
Wisconsin County Clerks
City of Milwaukee Election Commission
Milwaukee County Election Commission

FROM: Wisconsin Elections Commission

SUBJECT: 2023 Absentee Ballot Envelope Subgrant Reimbursement Program

1. **SUMMARY.** On March 3, 2023, the Wisconsin Elections Commission (WEC) approved the allocation of federal funds for an absentee ballot envelope subgrant program. This subgrant is provided to partially offset the costs jurisdictions incur purchasing the redesigned absentee ballot envelopes (EL-120 and EL-122) planned for approval on August 4, 2023.

2. **BACKGROUND.**

The bipartisan Commission unanimously directed the creation of new absentee ballot envelope designs in order to ensure compliance with the law. The old envelope designs do not conform with guidance from recent court orders and do not fully comply with all statutory requirements. Furthermore, the old envelope designs do not incorporate design features (adopted in other states) that make them easily identifiable to the U.S. Postal Service. For these reasons, the Commission, on April 28 and again on June 1, unanimously determined that the current EL-120 and EL-122 shall not be used in 2024.

To partially offset the cost of adopting new envelope designs, the WEC will disburse up to \$600,000 of Federal funds through the approved 2023 Absentee Ballot Envelope Subgrant Program. Each jurisdiction may receive an award calculated proportionally based on their estimated January 1, 2022, voting age population as determined by the Department of Administration Demographic Services Center.¹ The minimum award is \$20.00. A list of award amounts is attached as Appendix A.

3. **AUTHORIZED USES.** All funds received must be expended to purchase the redesigned absentee envelopes which includes both the EL-120 and EL-122.
4. **HOW DO JURISDICTIONS APPLY?** An authorized representative of each jurisdiction must complete and return a 2023 Absentee Ballot Envelope Subgrant Memorandum of Understanding (MOU)

¹ https://doa.wi.gov/Pages/LocalGovtsGrants/Population_Estimates.aspx

to the WEC at elections.finance@wi.gov. This subgrant is available to municipalities, or to counties purchasing equipment on behalf of a municipality, but only one award will be granted per municipality.

5. **QUESTIONS?** Call the WEC Help Desk at 608-261-2028 or e-mail elections.finance@wi.gov.



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

2023 ABSENTEE BALLOT ENVELOPE **SUBGRANT PROGRAM**

REQUEST FOR FUNDS & MEMORANDUM OF UNDERSTANDING

BETWEEN

THE WISCONSIN ELECTIONS COMMISSION

AND

City of Green Bay
(NAME OF MUNICIPALITY, COUNTY)

I. PARTIES

The parties to this Memorandum of Understanding (hereinafter referred to as “MOU” or “agreement”) are the Wisconsin Elections Commission (hereinafter referred to as the “WEC” or the “Commission”) and the City of Green Bay in Brown County, Wisconsin. The Commission is the state agency providing an election security subgrant of federal funds to the city. The City identified above is the entity receiving a local election security subgrant from the Commission and is referred to herein as the “receiving jurisdiction.” By signing and dating this agreement, the participating City agrees to the terms of this agreement with the Commission.

II. PURPOSE

The purpose of this MOU is to set forth the requirements that cities, villages and towns must meet to be eligible to receive an absentee ballot envelope subgrant from the Commission and the requirements for the use of the funds. The subgrant program is funded by the federal HAVA Election Security Grant which was authorized by the U.S. Congress under Section 101 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA) and provided for in the Consolidated Appropriations Act of 2023 (Public Law 117-328) and issued by the federal Election Assistance Commission. The purpose of the federal grant is to “improve the administration of elections for Federal office, including to enhance election technology and make election security improvements to the systems, equipment and processes used in federal elections” (CFDA Number 90.404; Federal Award Identification Number (FAIN) EAC-ELSEC18WI).

The purpose of the subgrant is to help improve overall election security of federal elections statewide by providing cities, villages, and towns across the State of Wisconsin with federal election security funds to safeguard and secure the integrity of the absentee voting process in federal elections.

Wisconsin Elections Commissioners

Don M. Millis, chair | Marge Bostelmann | Joseph J. Czarnecki | Ann S. Jacobs | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

III. SUBGRANT PROGRAM REQUIREMENTS

A. Introduction

The Commission's Election Security Subgrant Program ("subgrant") is intended to fund jurisdictions purchasing redesigned absentee ballot envelopes. Each jurisdiction may receive an amount determined based on their estimated January 1, 2022, voting age population as determined by the Department of Administration Demographic Services Center.¹ All funds received must be expended to purchase the redesigned absentee ballot envelopes or returned to the Commission.

B. Envelope Redesign.

At the Commission's February 2, 2023, meeting, WEC staff were directed to develop a timeline to implement a new absentee ballot envelope package that would allow for the Commission to approve the design no later than its September 20, 2023, meeting. The absentee ballot envelope package for voters includes two envelopes:

- EL-120: Absentee Ballot Mailer Envelope (outside envelope going to voter)
- EL-122: Official Absentee Ballot Application/Certification (inside envelope returning to clerk)

These envelopes were redesigned to ensure compliance with recent court decisions and the Wisconsin statutes. Old envelopes are not compliant with the law, and the Wisconsin Elections Commission unanimously voted not to permit their continued use, starting in 2024.

At the Commission's March 3, 2023, meeting, the Commission directed staff to allocate \$600,000 of federal funds towards an Absentee Ballot Envelope subgrant program, to partially offset the cost of transitioning to new absentee ballot envelopes now under development. The absentee ballot envelope performs several functions – each essential to the security of the voter's choice, and the integrity of the wider electoral process. A successful transition to the new design is therefore in the interest of all participants.

IV. FUNDING

- A. Commission staff will award subgrants based on receipt of a signed Memorandum of Understanding (MOU). Jurisdictions may receive a proportional amount of available subgrant funds based on their 2022 estimated voting age population as outlined in Appendix A. The minimum award is \$20.00.
- B. **All funds received must be expended to purchase the redesigned absentee ballot envelopes.** A county purchasing envelopes on behalf of a municipality may receive a subgrant award, however only one award will be granted per municipality. Any unused funds must be returned to the Commission by December 31, 2024.
- C. Subgrant period: **March 3, 2023 – December 31, 2024.** All costs must be incurred, including goods received, during this project period. Bids, proposals, or purchase orders are not adequate for this subgrant.

¹ https://doa.wi.gov/Pages/LocalGovtsGrants/Population_Estimates.aspx

- D. Documentation: Receipts or invoices for all subgrant expenditures, showing date and amount for all funds expended, must be retained by requesting jurisdictions for a minimum of **eight years**. A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit.
- E. Request Processing: Subgrant funds will be distributed in a timely manner after the WEC receives the completed and signed MOU from the jurisdiction. Subgrant funds will be disbursed by electronic transfer to a jurisdiction's shared revenues account (if available), or via a physical check sent to a jurisdiction's shared revenues location. For questions related to the processing of subgrant reimbursements, contact the Commission's financial team via the WEC Help Desk at 608-261-2028 or elections.finance@wi.gov.

V. SUBGRANT PROGRAM DEADLINES

To help increase overall election security across the state, the election subgrant program has established the following deadlines:

New Envelope Design Available: August/September, 2023

Application (MOU) Deadline: June 30, 2024

Return Unused Funds Deadline: December 31, 2024

VI. COMPLIANCE MONITORING, CERTIFICATION, DOCUMENTATION AND AUDIT

A. Certification.

The receiving jurisdiction shall certify (by completing the MOU) that information provided is true and correct; it has complied with all terms of the subgrant; the election security subgrant funds will be used to meet the terms of the subgrant, including to increase the accessibility of federal elections; and that any falsification of information related to the subgrant could subject the jurisdiction official to civil or criminal penalties.

B. Documentation.

The receiving jurisdiction shall maintain all documentation of purchases made using subgrant funds provided by the Commission for a minimum of eight years from the date of the expenditure or until the WEC authorizes destruction of said records. A standard inventory list of all items purchased using subgrant funds must be created and maintained by the jurisdiction for purposes of any state or federal audit. Such original purchasing documentation and inventory lists shall be retained by the receiving jurisdiction until the WEC authorizes the destruction of said records. Submission of copies of all purchasing documentation may be required by the WEC or federal auditors at any time.

C. Audit.

All subgrant funds received are subject to audit by the Commission and/or the federal government to ensure funds have been spent appropriately and in accordance with all applicable state and federal laws. Pursuant to Wis. Stat. § 5.05(11), if the federal government objects to the use of any funds provided to a county or municipality under the subgrant, the county or municipality shall repay the amount of the subgrant to the Commission.

D. Regulations.

As the receiving jurisdiction, we further certify that we will follow all state and federal laws, including adherence to all applicable federal requirements including Office of Management and Budget (OMB) guidance: Title 2 C.F.R. Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. § 200) found here: (<https://www.govinfo.gov/app/collection/cfr/2022/>).

VII. SIGNATURES

By signing and dating this agreement the receiving jurisdiction agrees to the terms of this MOU and certifies that the information provided in this MOU is true and correct.

Receiving Jurisdiction

Signature _____ Date: ____ September 21, 2023 ____
(Authorized Representative of Jurisdiction)

Printed Name ____ Eric Genrich, Mayor ____
(Authorized Representative of Jurisdiction)

Jurisdiction Name: ____ City of Green Bay ____

County: ____ Brown ____

Jurisdiction Treasurer Name: ____ Linda Chosa ____

Jurisdiction Treasurer Mailing Address: ____ 100 N. Jefferson St., Rm. 102 ____
____ Green Bay, WI 54301 ____

Jurisdiction Clerk E-mail: ____ celestine.jeffreys@greenbaywi.gov ____

Submit completed form by June 30, 2024, to:

Wisconsin Elections Commission
201 West Washington Avenue, Second Floor
P.O. Box 7984
Madison, WI 53707-7984
elections.finance@wi.gov
Fax: 608-267-0500

HINDI	Jurisdiction	County	Percentage	Subgrant
5010	TOWN OF EATON	BROWN COUNTY	0.03%	\$ 166.16
5012	TOWN OF GLENMORE	BROWN COUNTY	0.02%	\$ 107.48
5014	TOWN OF GREEN BAY	BROWN COUNTY	0.04%	\$ 222.63
5018	TOWN OF HOLLAND	BROWN COUNTY	0.03%	\$ 159.40
5022	TOWN OF HUMBOLDT	BROWN COUNTY	0.02%	\$ 136.63
5024	TOWN OF LAWRENCE	BROWN COUNTY	0.10%	\$ 610.78
5025	TOWN OF LEDGEVIEW	BROWN COUNTY	0.14%	\$ 823.92
5026	TOWN OF MORRISON	BROWN COUNTY	0.03%	\$ 162.78
5028	TOWN OF NEW DENMARK	BROWN COUNTY	0.03%	\$ 155.10
5030	TOWN OF PITTSFIELD	BROWN COUNTY	0.05%	\$ 281.58
5034	TOWN OF ROCKLAND	BROWN COUNTY	0.03%	\$ 176.96
5036	TOWN OF SCOTT	BROWN COUNTY	0.06%	\$ 384.11
5040	TOWN OF WRIGHTSTOWN	BROWN COUNTY	0.04%	\$ 251.52
5102	VILLAGE OF ALLOUEZ	BROWN COUNTY	0.25%	\$ 1,475.69
5104	VILLAGE OF ASHWAUBENON	BROWN COUNTY	0.30%	\$ 1,770.80
5106	VILLAGE OF BELLEVUE	BROWN COUNTY	0.27%	\$ 1,634.17
5116	VILLAGE OF DENMARK	BROWN COUNTY	0.04%	\$ 229.92
5126	VILLAGE OF HOBART	BROWN COUNTY	0.17%	\$ 1,014.41
5136	VILLAGE OF HOWARD	MULTIPLE COUNTIES	0.33%	\$ 1,998.90
5171	VILLAGE OF PULASKI	MULTIPLE COUNTIES	0.06%	\$ 363.16
5178	VILLAGE OF SUAMICO	BROWN COUNTY	0.21%	\$ 1,249.41
5191	VILLAGE OF WRIGHTSTOWN	MULTIPLE COUNTIES	0.05%	\$ 293.68
5216	CITY OF DE PERE	BROWN COUNTY	0.43%	\$ 2,575.72
5231	CITY OF GREEN BAY	BROWN COUNTY	1.77%	\$ 10,620.24
6002	TOWN OF ALMA	BUFFALO COUNTY	0.00%	\$ 28.24
6004	TOWN OF BELVIDERE	BUFFALO COUNTY	0.01%	\$ 41.64
6006	TOWN OF BUFFALO	BUFFALO COUNTY	0.01%	\$ 76.38
6008	TOWN OF CANTON	BUFFALO COUNTY	0.00%	\$ 26.41
6010	TOWN OF CROSS	BUFFALO COUNTY	0.01%	\$ 35.78
6012	TOWN OF DOVER	BUFFALO COUNTY	0.01%	\$ 47.36
6014	TOWN OF GILMANTON	BUFFALO COUNTY	0.01%	\$ 43.07
6016	TOWN OF GLENCOE	BUFFALO COUNTY	0.01%	\$ 41.38
6018	TOWN OF LINCOLN	BUFFALO COUNTY	0.00%	\$ 20.00
6020	TOWN OF MAXVILLE	BUFFALO COUNTY	0.01%	\$ 31.88
6022	TOWN OF MILTON	BUFFALO COUNTY	0.01%	\$ 59.33
6024	TOWN OF MODENA	BUFFALO COUNTY	0.01%	\$ 30.84
6026	TOWN OF MONDOVI	BUFFALO COUNTY	0.01%	\$ 46.71
6028	TOWN OF MONTANA	BUFFALO COUNTY	0.00%	\$ 27.72
6030	TOWN OF NAPLES	BUFFALO COUNTY	0.01%	\$ 68.70
6032	TOWN OF NELSON	BUFFALO COUNTY	0.01%	\$ 60.25
6034	TOWN OF WAUMANDEE	BUFFALO COUNTY	0.01%	\$ 51.92
6111	VILLAGE OF COCHRANE	BUFFALO COUNTY	0.01%	\$ 42.81
6154	VILLAGE OF NELSON	BUFFALO COUNTY	0.01%	\$ 33.44
6201	CITY OF ALMA	BUFFALO COUNTY	0.01%	\$ 78.46
6206	CITY OF BUFFALO CITY	BUFFALO COUNTY	0.02%	\$ 112.55
6226	CITY OF FOUNTAIN CITY	BUFFALO COUNTY	0.01%	\$ 87.31
6251	CITY OF MONDOVI	BUFFALO COUNTY	0.05%	\$ 281.71
7002	TOWN OF ANDERSON	BURNETT COUNTY	0.01%	\$ 43.33
7004	TOWN OF BLAINE	BURNETT COUNTY	0.00%	\$ 22.64



Wisconsin Elections Commission

201 West Washington Avenue | Second Floor | P.O. Box 7984 | Madison, WI 53707-7984
(608) 266-8005 | elections@wi.gov | elections.wi.gov

DATE: May 2, 2023

TO: City of Milwaukee Election Commission
Milwaukee County Election Commission
Wisconsin County Clerks
Wisconsin Municipal Clerks

FROM: Wisconsin Elections Commission Staff

SUBJECT: Absentee Envelope Redesign Update

1. Summary.

On April 28, the Commission unanimously approved several aspects of the absentee envelope redesign project:

- The EL-120 absentee mailer envelope (carrying the ballot to the voter) and EL-122 absentee application and certificate envelope (carrying the ballot back to the clerk) **will continue to utilize the #14 and #12 envelope sizes.**
- The finalized envelope design is planned to be **approved on August 4, 2023.**
- The envelope design was approved as statutorily compliant, however please note, the design is not yet finalized or approved for use.
- The new envelope designs **must be in use by the 2024 Spring February Primary. Previous iterations of the absentee envelopes shall not be used again after a new design is approved.** The current design can be used for special elections in 2023, if those special elections are held prior to the implementation of the new design.

2. Timeline.

The project will now move into phase two, where the focus will shift to testing and refining the envelope design with input from voters and election officials. Additionally, the uniform instructions will be adjusted and presented to the Commission in June 2023.

3. Funding.

A subgrant to partially offset the costs of the transition to the new envelopes was approved by the Commission on March 4. Clerks can expect to receive more information on a subgrant in the coming weeks. The subgrant may not exceed \$600,000.

4. Questions.

Email the HelpDesk at elections@wi.gov or call (608)261-2028.

Wisconsin Elections Commissioners

Don M. Millis, chair | Marge Bostelmann | VACANT | Ann S. Jacobs | Robert Spindell | Mark L. Thomsen

Administrator
Meagan Wolfe

Official Absentee Ballot Certificate & Application			
Voter Information (required)		<u> I </u> <u> I </u> Date of Election (mm/dd/yyyy)	
☐ city ☐ Village ☐ Town Name			
Name (Last, First, Middle)			
Street Address			
County		City	
State	Zip	Ward (If known)	Aid. Dist (If known)

This envelope is only for 1--regular by-mail; 2--indefinitely confined AB requests, and 3 IPAV

Voter must complete this section
I certify, subject to the penalties for false statements of Wis. Stat§ 12.60(1)(b), that • I am a resident of the ward or of the aldermanic district of the municipality in the county of the state of Wisconsin indicated hereon OR I am entitled to vote in the ward or aldermanic district at the election indicated hereon • I am not voting at any other location in this election • I am unable or unwilling to appear at the polling place in the ward on election day, or I have changed my residence within the state from one ward to another less than 28 days before the election • I displayed the ballot unmarked to the witness and in the presence of no other person marked the ballot and enclosed and sealed it in this envelope in a manner that no one but myself and an assistant under s. 6.87 t5), if I requested assistance, could know how I voted • I further certify that I requested this ballot
X Voter Signature
Certification of Assistant (If applicable) I certify that the voter is unable to sign their name due to a physical disability and that I signed the voter's name at the direction and request of the voter Assistant Signature

2-1

This section is a great improvement. Clearly marked where the voter signs. Separate assistant signature from the witness signature.

2-2

Witness must complete this section
I the undersigned witness, subject to the penalties for false statements of Wis. Stat. § 12.60(1)(b), certify that • I am an adult U.S. citizen • The above statements are true and the voting procedure was executed as stated • I am not a candidate for any office on the enclosed ballot (except in the case of an incumbent municipal clerk). • I did not solicit or advise the elector to vote for or against any candidate or measure
Witness Printed Name
X Witness Signature
Witness Address (Number, Street Name, Municipality)

2-5

The witness section is separated and made very clear. The witness address elements have been clarified.

Official Use Only		
Clerk Initial Here	Voter exempt from or has met PQ requirement	Voted in clerk's office

2-3

Clerk initials at the bottom; will also check if for IPAV

Absentee Ballot Return Envelope

2.6 Ballot must
arrive by 8 p.m.
on Election Day

Clerk First Lastname
City of Sampletown
456 Example Blvd Suite 789
Sampletown, WI 54321



FIRST
CLASS
POSTAGE
REQUIRED

Deadline
clear

2-4

Clerk First Lastname
City of Sampletown
456 Example Blvd Suite 789
Sampletown, WI 54321

Official Absentee Ballot Certificate				CSOJ
Voter Information (required)		<i>I</i> <i>I</i> Date of Election (mm/dd/yyyy)		
☐ City ☐ Village ☐ Town Name				
Name (Last, First, Middle)				
Street Address				
County		City		
State	Zip	Ward (If known)	Aid. Dist (If known)	

An important update is separation of the different types of AB voters. This envelope is only for care facilities.

Voter must complete this section
I certify, subject to the penalties for false statements of Wis. Stat. § 1260(1)(b), that • I am a resident of the ward or of the aldermanic district of the municipality in the county of the state of Wisconsin indicated hereon OR I am entitled to vote in the ward or aldermanic district at the election indicated hereon • I am not voting at any other location in this election • I am unable or unwilling to appear at the polling place in the ward on election day, or I have changed my residence within the state from one ward to another less than 28 days before the election • I displayed the ballot unmarked to the witness and in the presence of no other person marked the ballot and enclosed and sealed it in this envelope in a manner that no one but myself and an assistant under s. 6.87 (5), if I requested assistance, could know how I voted
X Voter Signature
Certification of Assistant (If applicable) I certify that the voter is unable to sign their name due to a physical disability and that I signed the voter's name at the direction and request of the voter
X Assistant Signature

3-1

Again, the voter signature is clearly demarcated and is accompanied by the assistant signature.

3-2

SVDs must complete this section	
I the undersigned witness, subject to the penalties for false statements of Wis. Stat. § 12.60(1)(b), certify that: • I am an adult U.S. citizen • The above statements are true and the voting procedure was executed as stated • I am not a candidate for any office on the enclosed ballot (except in the case of an incumbent municipal clerk). • I did not solicit or advise the elector to vote for or against any candidate or measure. • I further certify that the name and address of the voter is correct as shown	
X Deputy #1 Signature	X Deputy #2 Signature
Deputy #1 Printed Name	Deputy #2 Printed Name
Deputy #1 Address (Number, Street Name, Municipality)	Deputy #2 Address (Number, Street Name, Municipality)

3-4

This section makes clear where each SVD must sign.

Absentee Ballot Return Envelope

For Special
Voting Deputies
Only



3-3

Clerk First Lastname
City of Sampletown

These aren't mailed.

Official Absentee Ballot Certificate

(UOC-AV-A)

Voter Information (required)

I I
Date of Election (mm/dd/yyyy)

- ☐ City
☐ Village
☐ Town Name

Name (Last, First, Middle)

Street Address

County

City

State

Zip

Ward
(If known)

Aid. Dist
(If known)

Voter must complete this section

I certify, subject to the penalties for false statements of Wis. Stat. § 12.60(1)(b), that

- I am a resident of the ward or of the aldermanic district of the municipality in the county of the state of Wisconsin indicated hereon OR I am entitled to vote in the ward or aldermanic district at the election indicated hereon
- I am not voting at any other location in this election
- I am unable or unwilling to appear at the polling place in the ward on election day, or I have changed my residence within the state from one ward to another less than 28 days before the election
- I displayed the ballot unmarked to the witness and in the presence of no other person marked the ballot and enclosed and sealed it in this envelope in a manner that no one but myself and an assistant under s. 6.87 (5), if I requested assistance, could know how I voted

X

Date of
Birth

I I

Voter Signature

(Military and overseas Voters Only)

Certification of Assistant (If-applicable)

I certify that the voter is unable to sign their name due to a physical disability and that I signed the voter's name at the direction and request of the voter

Assistant signature

Witness must complete this section

I the undersigned witness, subject to the penalties for false statements of Wis. Stat. § 12.60(1)(b), certify that:

- I am an adult
- The above statements are true and the voting procedure was executed as stated
- I am not a candidate for any office on the enclosed ballot (except in the case of an incumbent municipal clerk).
- I did not solicit or advise the elector to vote for or against any candidate or measure

Witness Printed Name

X

Witness Signature

Witness Address (Number, Street Name, Municipality)

+++ Official Use Only +++

Clerk Initial Here (Required)

Voter exempt
from or has met
POI requirement

4-3

Military and overseas voters have to include their DOB. It is very clearly marked, and is accompanied by the assistant signature.

4-1

4-2

Witness signature is also clearly marked.

4-5

Clerk initials at the bottom and a verification of POI.

Absentee Ballot Return Envelope

4-6 Ballot must
arrive by 8 p.m.
on Election Day

Clerk First Last Name
City of Samptown
456 Example Blvd Suite 789
Samptown, WI 54321



Deadline clear

4-4

Clerk First Last Name
City of Samptown
456 Example Blvd Suite 789
Samptown, WI 54321



4-7

FIRST
CLASS
POSTAGE
REQUIRED

PAR AVION
AIRMAIL

OFFICIAL ABSENTEE BALLOTING MATERIAL - FIRST-CLASS MAIL

NO POSTAGE NECESSARY IN THE U.S. MAIL - DMM-703.8.0

Mailing side for military
or overseas.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # R.I

To approve the updates to the budget and phasing plan for Farlin Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 16541_Farlin Park Master Plan Concept-Final
2. Farlin Budget 2



FARLIN PARK REDEVELOPMENT

ORIGINAL PHASE 1 BUDGET

\$ 250,000	ARPA Funding
\$ 173,500	2022 Community Development Block Grant Funding
\$ 230,000	2024 Bond Request (**Not approved yet**)
\$ 653,500	Total Funding

This funding is being used to replace the basketball court, splash pad, playground and the associated engineering fees.

ADDITIONAL FUNDING AVAILABLE

\$ 250,000	2022 Community Development Block Grant Funding
\$ 139,400	2023 Community Development Block Grant Funding
\$ 50,000	2022 Community Development Block Grant Funding for Artwork
\$ 439,400	Total Funding Available

This funding will be used to install a new restroom facility, open shelter and sculpture within the park.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # R.2

To approve the request by Ducks Unlimited Inc. to apply herbicide to the phragmites located in the eastern managed wetland area at Ken Euers Nature Area.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ken Euers Map 3



KEN EUERS NATURE AREA



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # R.3

To approve the purchase of a Toro Groundsmaster 5910 Mower from Reinders for a total cost of \$154,480.87.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Toro GM5910



Acct #: 94318

Green Bay Parks
100 N Jefferson St
Green Bay WI

Attn: Andy Krzewina

Prepared By:
Bob Giesler
Territory Manager
13400 Watertown Plank Rd.
Elm Grove, WI 53122-2227
Cell (920) 660-4227
Fax (262) 786-6111
bgiesler@reinders.com

Quote ID RRG21923	Prices are subject to change without notice
Quote Date 5.19.23	Contract Quote

Sourcewell #031121-TTC / Omnia #2017025

Qty	Code	Description	Suggested List	Contract Price
1	31699	Groundsmaster 5910 (T4)	\$190,435.00	\$148,539.30



Equipment Subtotal:	\$148,539.30
Freight:	\$4,456.18
Set-up/Delivery:	\$1,485.39
Trade Totals:	-
TPP Total:	\$0.00
Equipment Total:	\$154,480.87

Budgetary Cap , Not-To-Exceed Pricing-10% Above Current Contract Price : \$15,448.09
Total w/ Budgetary Cap : \$169,928.96

Order Acceptance Agreement

As a result of extreme volatility in the commodity pricing and logistics costs. Toro cannot guarantee pricing on this order. Upon Completion of a signed sales agreement, the final price will not exceed 10% over the quoted contract price or the current contract price at the time of delivery, whichever is lower.

Prices and terms on this proposal are not subject to verbal changes or other agreements unless approved in writing by the seller. All proposals and agreements are contingent on availability of product from the manufacturer. Typographical errors are subject to correction. Purchaser is responsible for applicable taxes. Financed product will require lease company approval prior to delivery. Net 30 terms will require a signed UCC form prior to, or upon delivery in order for transaction to be complete. **1% service fee will be added to all credit card transactions.**

By signing below, I acknowledge that I have reviewed the quote in its entirety and I commit to the purchase as detailed on the quote above. I reserve the right to opt out of intended purchase at any time prior to scheduled delivery. Unless otherwise indicated I agree to accept delivery on the earliest date that this product can be shipped to our location. **All trades associated with this order are required to be ready for pickup and in the same condition we originally evaluated them in.**

Quote I.D. RRG21923

Reinders Account # : 94318

PO # _____

Contract # :

#N/A	#N/A
Sourcewell	Omnia

Delivery Contact : _____

Phone #: _____

Email : _____

Earliest date of delivery and invoicing? : _____

Delivery Address: _____

Payment Structure Request : * Finance _____ Net 30 terms with qualified credit _____ C.O.D. _____

* Finance Documentation Contact Name : _____ Email : _____

Authorized By : _____

Print Name : _____

Date : _____

Bob Giesler
Territory Manager
Reinders, Inc.



**Grounds &
Sports Turf**

Sourcewell 





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # R.4

To approve the purchase of a T4 Bobcat Skid Steer Loader for a total cost of \$58,894.61 from Bobcat Plus, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CITY OF GREEN BAY-PARKS - S64 - quote-MB28002



Product Quotation
 Quotation Number: **MB28002**
 Quote Sent Date: **Jul 28, 2023**
 Expiration Date: **Aug 27, 2023**

Your Bobcat Contact
Mason Brekke
 Phone:
 E-mail: mason.brekke@doosan.com

Your Customer Contact

Deliver to
CITY OF GREEN BAY-PARKS
 919 CROCKER ST
 GREEN BAY, WI, 54303-3661

Bobcat Dealer
Bobcat Plus, Inc., DePere, WI
 1372 MID VALLEY DR.
 DEPERE, WI, 54115

Bill To
CITY OF GREEN BAY-PARKS
 919 CROCKER ST
 GREEN BAY, WI, 54303-3661

Item Name	Item Number	Quantity	Price Each	Total
S64 T4 Bobcat Skid Steer Loader	M0359	1	\$40,384.80	\$40,384.80
Standard Equipment: 68.0 HP Tier 4 V2 Bobcat Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Performance De-rate Protection Glow Plugs (Automatically Activated)		Horn Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts. Lift Arm Support Lift Path: Vertical Lights, Front and Rear LED Operator Cab <i>Includes: Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt</i> Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts) Parking Brake: Wedge Brake System Tires: 10x16.5, 8 PR, Bobcat Standard Duty Warranty: 2 years, or 2000 hours whichever occurs first		
Comfort Package <i>Included: Comfort Package:, Enclosed HVAC Cab, Power Bob-Tach, 5" Display, Premium Lights, Heated Cloth Air Ride Seat, Keyless Start, Two-Speed Travel, 7-Pin Attachment Control, Dual Direction Bucket Positioning, Radio, Rear Camera</i>	M0359-P11-C07	1	\$7,608.24	\$7,608.24
Selectable Joystick Controls	M0359-R01-C04	1	\$583.92	\$583.92
10-16.5, 10PR, Bobcat Heavy Duty Tires	M0359-R09-C02	1	\$197.28	\$197.28
68" Heavy Duty Bucket	7272679	1	\$1,301.12	\$1,301.12
Bolt-On Cutting Edge, 68"	6718006	1	\$278.01	\$278.01
68" Industrial Bucket Grapple	7168340	1	\$3,720.96	\$3,720.96
Port Relief	6684646	1	\$99.70	\$99.70

Bolt-On Cutting Edge, 66"	6704666	1	\$223.17	\$223.17	
Strobe Light Kit, Amber	7375339	1	\$281.66	\$281.66	
	Total for S64 T4 Bobcat Skid Steer Loader			\$54,678.86	
Parts Manual	TBD	1	\$150.00	\$150.00	
	Total for Parts Manual			\$150.00	
Service Manual	TBD	1	\$170.00	\$170.00	
	Total for Service Manual			\$170.00	
		Quote Total - US dollars			\$54,998.86
		Dealer P.D.I.			\$500.00
		Freight Charges			\$1,225.00
		Destination Charges			\$349.00
		Dealer Assembly Charges			\$321.75
		Charges			
		Severe Duty Tires			\$1,500.00
		Quote Total - US dollars			\$58,894.61

Comment:

*Plus applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the Sourcewell Contract #_040319-CEC.

*Sourcewell Member Number (if applicable): _____

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

*Questions can be submitted via email to randy.fuss@doosan.com or by phone at: 1-800-965-4232

Customer Acceptance:

Quotation Number: **MB28002**

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses:

Delivery Address: _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

August 22, 2023

AGENDA ITEM # S.I

To approve the over hire of one firefighter through December 31, 2023

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FIRE OVERHIRE MEMO KNOTT



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

MEMORANDUM

To: Personnel Committee

From: Matthew W. Knott, Fire

Date: Chief August 10, 2023

Re: Fire Personnel Over Hire

The Fire Department currently has 6 open positions in the fire department that will be filled by the Police and Fire Commission with a start date of September 5, 2023.

Additionally, we have one Captain retiring in mid-December 2023 which creates one additional vacancy. I am requesting that the department be allowed to over hire for the one December retirement to begin on September 5, 2023, as well. We will conduct a 10-week academy for new personnel. This is the second round of hiring in 2023 as we were unable to fill all vacancies in the Spring 2023 hiring process and have had additional retirement. It is important to fill these vacancies with qualified applicants as soon as possible.

The over hire for only 2 ½ months will reduce the strain on existing personnel to fill the overtime slots and reduce the overtime budget.

Cc: Joe Faulds, Diana Ellenbecker





Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

August 22, 2023

PREPARED BY

AGENDA ITEM # S.2

To approve the addition of a Deputy Treasurer position to the Administrative Services Department. (Held from the August, 01, 2023 Common Council Meeting).

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

<u>Municipality</u>	<u>Population</u>	<u>Total # of Employees</u>	<u>Finance Employees</u>
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: - Lifting and carrying up to 20 pounds. - Frequent standing and sitting. - Ability to focus for long period of time on projects. - Ability to reach, stoop and lift.
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) _____ Employee Signature _____ Date	

Detail Summary of Projects Issued

7/1/2023 to 7/31/2023

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
113183	1116 BAY MIST DR..21-8417	LARGO RIDGE DEVELOPMENT LLC		\$1,202.55	\$350,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME W/ ATTACHED GARAGE						
113371	3102 WEST POINT RD..6H-4406	THOMAS M HOWLETT REVOCABLE TRUST		\$1,255.96	\$426,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME WITH ATTACHED GARAGE						
113380	444 HARVEST RD..21-7964	D SCOTT & PAULA J KALOUS REVOCABLE TRUST		\$1,362.50	\$390,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME WITH ATTACHED GARAGE						
112263	904 CHRISTIANA ST..3-880	MARY M THRONE, ETAL		\$130.00	\$10,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ATTACHED GARAGE REPAIR FROM VEHICLE VS. HOUSE						
112930	1327 S NORWOOD AV..1-953	CHERYL A & EUSEBIO GUZMAN		\$125.00	\$8,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPLACING WINDOWS ON 3 SEASONS ROOM						
113092	1828 HAROLD ST..21-2173-2	LIFETIME HOME REPAIR LLC		\$205.00	\$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODEL						
113178	711 ELIZA ST..16-166	711 ELIZA LP		\$255.00	\$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR UPGRADES						
113184	2561 VICKI LN..21-3984	JACOB J ZEISE		\$50.00	\$7,781.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW						
113247	803 MATHER ST..5-1113	KRISTIN M & BENJAMIN D LAPLANTE		\$130.00	\$1,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ALTERATIONS						
113254	1108 EMILIE ST..17-175	EMILY DOBRATZ		\$205.00	\$6,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT						
113332	2627 HAZELWOOD LN..6H-1865	NATHAN J & ALYSSA M HAYNES		\$205.00	\$23,899.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] DEMO HALF BATH ON MAIN FLOOR. REMODEL KITCHEN. ADD FULL BATHROOM IN BASEMENT						
113372	1406 SCHOLAR DR..21-7295	HOLLY & RICK J MOSER		\$255.00	\$10,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN AND HALF BATH						
113376	1231 WESTERN AV..3-805	KATHLEEN A KARNZ		\$80.00	\$12,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPLACING WINDOWS						
113381	851 ELMORE ST..5-1430	MIRHASHEMI INC		\$105.00	\$2,500.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] REPLACING JOISTS AND ADD HANGERS						
113424	1705 OAK LEAF DR..6H-1650	NICHOLAS R & LISA M BRETL		\$255.00	\$70,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ALTERATIONS						

113431	3478 FAGERVILLE WY..22-1976	SARAH J & MARCUS R WEDEWARD OR RUH, ETAL	\$255.00	\$46,600.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT					
113452	2571 FORESTVILLE DR..6H-2220	PATRICK E & LAVONNE & RICKY WITT	\$519.90	\$415,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] DEMO MAIN FLOOR BATHROOM, KITCHEN REMODEL. ADD BATHROOM IN BASEMENT					
113453	1500 GRIGNON ST..17-1034	ELIZABETH & RAFAEL SANTOS	\$150.00	\$0.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FRONT PORCH					
113481	1704 W MASON ST..6-184	1704 W MASON STREET LLC	\$205.00	\$60,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ALTERATION					
113492	725 LAVERNE DR..21-1111-D-129	ROSS S & ERIN M HEADLEY	\$255.00	\$16,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH/REMODEL					
113505	117 ANTOINETTE ST..3-37	KATRINA SUPRISE	\$80.00	\$6,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL 3 COLUMN SUPPORT BEAMS					
113529	446 VICTORIA ST..21-2436	LEAH LOCKHART	\$150.00	\$10,800.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGREES WINDOW, SUPPORT BEAMS, ANCHORS ***OWNERS TO FINISH OFF BASEMENT - WITH A HOMEOWNER ELECTRICAL AND HVAC PERMIT***					
113530	1679 BOLAND RD..6-2472	ANGELA M SEPPANEN	\$50.00	\$5,850.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS WINDOW					
113542	2867-2869 HUMBOLDT RD..21-5669	MICHELLE R NOOYEN	\$50.00	\$15,675.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] PATIO DOOR/WINDOWS					
113548	1013 ROLLING GREEN DR..6H-3703	DARYL T REITER, ETAL	\$75.00	\$4,000.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW AND FRAME BASEMENT					
113561	1013 VELD AV..18-809-10	DALE & JAMES N HALFADAY	\$75.00	\$1,187.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIRING PILLARS					
113621	2049 PACKERLAND DR..6H-2704	WILLIAM CORNELIUS	\$50.00	\$15,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF REPAIRS FROM TREE DAMAGE					
113257	257 S HENRY ST..21-1514-16	LYNN M BENO	\$155.00	\$7,000.00	Pending
[4-438 - Residential - Alteration - Garage or carport or Shed] REMOVE WINDOW AND ADD SLIDING GLASS DOOR					
113449	1006 N CHESTNUT AV..18-519	KEVIN A SKOLOS	\$75.00	\$9,000.00	Pending
[4-438 - Residential - Addition - Garage, Carport] ADDITION TO GARAGE					
111760	1011 LAVERNE DR..21-1111-D-146	CLAUDETT Y DELEON	\$100.00	\$1,200.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
111926	711 ELIZA ST..16-166	711 ELIZA LP	\$50.00	\$20,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] FRONT PORCH REPAIRS					
112894	2328 LAKESIDE PL..21-899	DANIEL R & KIM SCIESZINSKI	\$100.00	\$9,600.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
113106	2238 STARLITE LN..21-2144-M-30	ROBERTO G S MARTINEZ	\$75.00	\$3,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO OK 11' peak height					
113136	1138 ROCKDALE ST..1-1391-1	MITCHELL L & RAQUEL GARD	\$100.00	\$34,818.00	Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK

113261	828 MATHER ST..5-182	JADE E SCHRANK	\$75.00	\$500.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACE FRONT STEPS

113301	809 S JACKSON ST..16-287	FANTA PROPERTIES LLC	\$100.00	\$0.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK AND REPAIRS

113344	1589 MORROW ST..19-163	ROCIO & ARLYN S & MERRILEE H QUEVEDO	\$50.00	\$1,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO

113384	730 SCHOEN ST..21-1347-24	KAPLA ENTERPRISES LLC	\$95.00	\$6,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK REPLACEMENT

113395	820 S QUINCY ST..16-129	BRYAN A WOYAK	\$100.00	\$50,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] PORCH REPLACEMENT

113398	712 S ASHLAND AV..2-306	JACQUELINE & ROBERT CLARK	\$75.00	\$1,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK IN REAR OF HOME

113434	709 S ROOSEVELT ST..14-1182	STACEY M & DEAN V KOLZE	\$100.00	\$6,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK REPLACEMENT

113487	1028 PORLIER ST..17-51	JOSHUA & ANGELA NYGREN	\$100.00	\$21,463.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] PORCH

113497	724 S IRWIN AV..14-1185	PATRICK H GRIMM	\$200.00	\$6,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPLACING DECK

113613	832 PINE ST..10-41-B	HUGO C GOMEZ CARVAJAL	\$50.00	\$800.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] REPAIR LEAKING FRONT PORCH

113373	1344 E MASON ST..17-439	CINNAMIN R RAUSCHER	\$230.00	\$30,000.00	Pending
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[9-649 - Demolition - Interior (Residential)] DEMO KITCHEN & BATHROOM

112531	1594 BOLAND RD..6-1224	KELLY P MURPHY	\$50.00	\$1,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] 8 X 10 SHED
change to metal ok less than 120 SF

113098	1925 SMITH ST..21-2161-6	ANTONIO MORA	\$150.00	\$15,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] GARAGE

113208	241 N DANZ AV..21-1229-2	TREVOR L & TAMMY J LARENE	\$50.00	\$31,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY/FENCE/PATIO

113226	2564 INDIAN HILL DR..6H-1051-1	MIRANDA D COURCHAINE	\$50.00	\$16,400.00	Pending
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[11-1 - Fence (Residential)] FENCE

113228	1164 ELIZA ST..17-133	ANDREW VANGORDEN	\$150.00	\$50,275.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] GARAGE

113253	1234-1238 CHANTEL ST..6-2039	MARK & JOHN STANISLAWSKI	\$50.00	\$11,900.00	Pending
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[11-1 - Fence (Residential)] FENCE

113270	1605 INSPIRATION AV..21-235	AUTUMNS PROMISE ASSISTED LIVING LLC	\$70.00	\$4,571.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] SHED

113299	2433 MANITOWOC RD..21-3076	MATTHEW ALAN & SAMANTHA ROSE JENSEN	\$50.00	\$7,744.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
113302	1243 CRESTWOOD DR..6H-1155-6	BONNIE A & RICKY S WALLBERG	\$75.00	\$0.00	Closed
[11-1 - Swimming Pool (Residential)] POOL **Seasonal pool will be set up and taken down annually**					
113306	1731 11th AV..1-1254	RICHARD J & GAIL N BROWN	\$100.00	\$24,550.00	Pending
[11-1 - Foundation Repair (Residential)] REBUILD WALLS **Driveway permit required - requested from homeowner 7/6/23**					
113309	1421 CORAL CT..1-1428-B	TRACY WILLIAMS	\$50.00	\$6,500.00	Pending
[11-1 - Fence (Residential)] FENCE					
113311	3025 CACTUS CT..6H-3607	JEREMY D HANSEN	\$50.00	\$2,800.00	Closed
[11-1 - Fence (Residential)] FENCE					
113314	1497 ELM ST..19-606	LARRY M LARABY	\$50.00	\$26,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
113317	1717 ESTATES CT..6-1548	ZACHERY J & CARRIE ZEISE	\$50.00	\$23,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
113323	1378 LANGLADE AV..6-205-C	ANDREW P & TRACI L MITTAG	\$50.00	\$35,000.00	Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
113340	2026 WINTER CRESS DR..6H-4039	KENNETH G & DOREEN C KLUTH	\$50.00	\$6,700.00	Closed
[11-1 - Fence (Residential)] FENCE					
113345	818 10th AV..2-464	CORY A NICKLAUS	\$100.00	\$12,530.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
113349	801 N ASHLAND AV..18-570	ROGER D & BARBARA J LAPLANTE	\$50.00	\$13,935.24	Closed
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY AND PATIO					
113350	321 CONOVER DR..6-2267	JENNIFER J & RANDALL J WESTEIN	\$125.00	\$1,750.00	Pending
[11-1 - Swimming Pool (Residential)] POOL					
113356	446 STELLA VISTA DR..21-4377	RITA M & GARY J DELVEAUX	\$50.00	\$5,000.00	Closed
[11-1 - Fence (Residential)] FENCE					
113365	1679 BOLAND RD..6-2472	ANGELA M SEPPANEN	\$50.00	\$5,440.00	Pending
[11-1 - Fence (Residential)] FENCE					
113375	1127 14th AV..1-28	MICHAEL A NICHOLS	\$50.00	\$12,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
113382	1676 LILAC LN..21-1110-M-69	MICHELLE & JORDAN FRANCHINA	\$50.00	\$9,600.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
113385	1673 DEBRA LN..21-1111-P-22	MARK J BOULANGER	\$50.00	\$8,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION					
113386	2149 CRESTWOOD SPRINGS DR..6H-3287	PATRICIA S LINDBO	\$50.00	\$3,200.00	Pending
[11-1 - Fence (Residential)] FENCE					
113388	1320 ELIZA ST..17-550	WAYNE R GEORGE	\$150.00	\$0.00	Pending

[11-1 - Garage/Carport/Shed (residential)] DETACHED GARAGE AND CONCRETE

113389 2087 SOUTH POINT RD..6H-3362 ELIZABETH & TYSON J STEINKE \$50.00 \$6,863.00 Pending
[11-1 - Fence (Residential)] FENCE

113392 2590 HILLSIDE LN..21-4388 SCOTT S & MANDY L LUTZ \$50.00 \$14,000.00 Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

113396 2113 SPRINGCREST PL..6H-4330 DENNIS L & KATHLEEN A KUMBALEK REVOCABLE TRUST OF 2021 \$50.00 \$5,900.00 Closed
[11-1 - Fence (Residential)] FENCE

113409 2070 WEST POINT TERR..6H-1561 MATHEW MINTEN \$50.00 \$12,000.00 Pending
[11-1 - Fence (Residential)] FENCE

113414 1225 REDWOOD DR..1-1879 TERRANCE A & CHERYL A CLARK \$50.00 \$7,448.00 Closed
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

113427 368 HUTH ST..21-2827-H-4 JOSE & MARIA A VERA \$50.00 \$7,000.00 Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY

113428 1747 JUNIPER DR..21-1110-M-129 COURTNEY L & NICHOLAS B DEUCHERT \$50.00 \$2,500.00 Closed
[11-1 - Fence (Residential)] FENCE

113429 737 JOHN ST..8-634-A JOAQUIN TABARES MORA \$150.00 \$27,000.00 Pending
[11-1 - Garage/Carport/Shed (residential)] GARAGE

113430 1107 N LOCUST ST..6-1115 MATTHEW R PLATTEN \$50.00 \$9,830.00 Pending
[11-1 - Fence (Residential)] FENCE

113450 1600 WALLS ST..1-2701 JOHN D COLLEGNON \$50.00 \$2,000.00 Pending
[11-1 - Z - Misc Project Not Listed (Residential)] GAZEBO

113455 1321 OASIS DR..6H-2719 LAURIE L & MATTHEW C SCHLICHTING \$75.00 \$5,000.00 Pending
[11-1 - Garage/Carport/Shed (residential)] SHED

113466 926 SPENCE ST..2-1227 CARLA M LEE \$50.00 \$9,000.00 Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

113469 1731 11th AV..1-1254 TD & NVP PROPERTIES \$50.00 \$1,500.00 Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY

113470 2551 DELWOOD DR..21-3785 JUSTIN M THUERWACHTER \$50.00 \$16,800.00 Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] PATIO/DRIVEWAY

113471 1602 W CRUSADE LN..6H-3921 BRYAN S & ALEXIS E ANDERSON \$50.00 \$7,800.00 Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

113472 1268 WESTERN AV ..3-817-1 VINEE K THAO \$50.00 \$6,271.98 Pending
[11-1 - Garage/Carport/Shed (residential)] SHED

113482 1773 ASPEN LN..6-1943 SUSAN C ALDRIDGE \$50.00 \$800.00 Pending
[11-1 - Fence (Residential)] FENCE

113485 416 VICTORIA ST..21-2430 CLAUDIA P VARGAS SIERRA \$50.00 \$7,500.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY AND PATIO

113489	1424 13th AV..1-1703	PAUL J & ELIZABETH G CHARLIER	\$150.00	\$34,100.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] GARAGE, PATIO, NEW PATIO DOOR IN HOUSE.

113506	2019 WINTER CRESS DR..6H-4033	TRACY L & WALTER FICK	\$50.00	\$14,456.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

113513	1446 CROOKS ST..17-854	ADAN LOPEZ MANZANO, ETAL	\$50.00	\$2,362.96	Pending
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[11-1 - Fence (Residential)] MAY NEED TO ADD POOL PERMIT.

113515	525 S HURON RD..21-44-3	LILY ADRIANA CHAVEZ BARRIOS	\$50.00	\$550.00	Closed
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[11-1 - Swimming Pool (Residential)] POOL

113516	1428 S OAKLAND AV, Unit A..1-1036	SCHOEN STREET CONDO RENTALS LLC	\$70.00	\$3,780.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] PRIVATE SIDEWALK

113518	821 CORNELIUS DR..21-1111-D-316	MITCHELL T & LAUREN J MICHAELS	\$50.00	\$4,950.00	Pending
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[11-1 - Fence (Residential)] FENCE

113532	224 QUINTON ST..21-1450	MICHAEL P HELF	\$50.00	\$33,830.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

113546	1939 HAROLD ST..21-1514-E-6	LJD HOLDINGS LLC	\$50.00	\$6,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

113549	1600 DOUSMAN ST..6-233-D	PATRICK L & MICHELLE L SKROBEL	\$75.00	\$0.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] 2 STALL GARAGE

113553	999 BIEMERET ST..1-1427-A-2	LYNN MARIE & ARTHUR L REITEN	\$50.00	\$7,000.00	Pending
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[11-1 - Z - Misc Project Not Listed (Residential)] PARKING PAD

113554	1601 SUE LN..1-2144	1601 SUE LANE LLC	\$50.00	\$4,000.00	Pending
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[11-1 - Fence (Residential)] FENCE

113563	470 EARNHARDT CT..21-7785	PETER T HEIBERGER	\$75.00	\$12,000.00	Pending
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[11-1 - Fence (Residential)] FENCE & SHED

113565	1350 HOLIDAY AV..6-1491	TERI ANN M JOHNSON	\$50.00	\$5,800.00	Pending
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[11-1 - Fence (Residential)] FENCE

113588	1142 COLONIAL AV..1-1804	DEBRA A COMBS	\$50.00	\$3,800.00	Pending
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[11-1 - Fence (Residential)] FENCE

113593	654 STONEHEDGE RD..21-6962	ROBERT E & GRETCHEN B WICHTOSKI	\$50.00	\$4,000.00	Pending
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[11-1 - Fence (Residential)] FENCE

113595	1132 14th AV..1-1466	SCOTT A WINKLER	\$50.00	\$14,996.00	Pending
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[11-1 - Fence (Residential)] FENCE

113601	1291 DOUSMAN ST..5-668-A-3	JAMES D & PAMELA A DELMONT	\$50.00	\$2,250.00	Pending
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[11-1 - Fence (Residential)] FENCE

113606	963 COPPENS RD..18-825-A-1	REBECCA DEAU	\$50.00	\$2,600.00	Pending
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[11-1 - Fence (Residential)] FENCE

113609	1729 FIESTA LN..21-1110-M-111	RUTH A & KENNETH L PEOT	\$50.00	\$8,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE GARAGE FLOOR NO DRAINS

113610	1351 LAWE ST..17-467	DAWN M BEHNKE	\$50.00	\$25,000.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

113611	212 BELLEVUE ST..8-762	JONATHAN L & LAURIE L BRUINOOG	\$50.00	\$25,000.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

113630	1518 PILGRIM ST..1-2532	JOBELIUS FAMILY IRREVOCABLE TRUST	\$50.00	\$3,904.00	Pending
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[11-1 - Fence (Residential)] FENCE

113634	3495 FINGER RD..21-45-1-1	MARK & CONNIE L ASHLEY	\$50.00	\$2,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] SHED

113638	1628 CHICAGO ST..21-1274-8	KEVIN D DORNER, ETAL	\$50.00	\$15,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

113642	1415 S FISK ST..6-965	JOHN L & JEANAE S BEHNKE	\$50.00	\$11,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)]

113643	1433-1435 BEECH TREE DR..6H-1710	JOHN L & JEANAE S BEHNKE	\$50.00	\$3,608.00	Pending
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[11-1 - Garage/Carport/Shed (residential)]

113651	848 SCHWARTZ ST..21-2542-K-24	RICHARD W & DIANE M SEYLER	\$50.00	\$6,900.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

113652	2426 SHADY OAK LN..6H-1501-3	DAVID V & LYNN M LESSMILLER REVOCABLE TRUST	\$50.00	\$9,000.00	Pending
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[11-1 - Fence (Residential)] FENCE

111976	1165 E WALNUT ST..14-198	GREEN BAY REDEVELOPMENT AUTHORITY	\$24,522.69	\$5,042,065.00	Pending
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[30-104 - Commercial - New - 3 or 4 Multi-Family Units] EC APPROVED 5/23/23 & \$5000 SWB SECURED 6/22/23
NO PLUMBING WORK - INTERNAL OR EXTERNAL - UNTIL PLANS ARE APPROVED. EXTERNAL REQUIRES STATE APPROVAL. - PVC 7/13/2023

112651	1350 S HURON RD ..21-182-3	MOSKI CORP	\$3,739.58	\$828,000.00	Pending
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[30-105 - Commercial - New - 5 or More Family Building] NEW 8 UNIT APARTMENT BUILDING

112652	1330 S HURON RD..21-182-3	MOSKI CORP	\$4,094.58	\$828,000.00	Pending
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[30-105 - Commercial - New - 5 or More Family Building] NEW 8 UNIT APARTMENT BUILDING

112654	1400 S HURON RD ..21-182-3	MOSKI CORP	\$3,739.58	\$828,000.00	Pending
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[30-105 - Commercial - New - 5 or More Family Building] NEW 8 UNIT APARTMENT BUILDING

113255	301 LEELAND ST..6-586	NLM PROPERTIES 2 LLC	\$260.00	\$150,000.00	Pending
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[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] FIRE REPAIRS

113631	501 S FISK ST..6-114	MILES & DENISE SCULLY TRUST	\$520.00	\$12,000.00	Pending
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[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] ALTERATIONS
DOUBLE FEE EVERYTHING

111778	2545 W MASON ST..6H-1112-1	ROTHE ENTERPRISES LLC	\$1,154.61	\$2,000,000.00	Pending
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[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)] Building plan
is 3,089 SQ FT??
EC APPROVAL 4/12/23

111867	321 S WASHINGTON ST..13-39	SAINAAM LLC	\$4,842.86	\$150,000.00	Pending
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[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]

112511 825 CHALLENGER DR..21-143-4 ENZYMATIC THERAPY LLC \$1,328.18 \$0.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TRAINING CENTER

112533 1331 PACKERLAND DR..6H-1127-3 GREEN BAY AREA PUBLIC SCHOOL DISTRICT PREBLE \$5,184.52 \$0.00 Pending

[31-329 - Commercial - New - Structures Other Than Buildings (parks, outdoor stadiums, marinas, outdoor swimming pools, outdoor theaters, boardwalks, wharves, docks).] \$25000 SWB Indian Country

112579 3757 VITAL PL..21-22 & MARVIN & MYRTLE CAR GREEN BAY (WI) LLC \$10,614.17 \$6,200,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] OFFICE/PACKAGING

113304 312 VICTORIA ST..21-2324 SAINT PHILIPS CONGREGATION \$430.00 \$10,250.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] CONFESSIONAL DIVISION/BATHROOM

113307 808 PACKERLAND DR..6H-1744 PACKERLAND COLD STORAGE LLC \$419.15 \$169,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] FLOOR WORK w/ DRAINS

113397 900 KEPLER DR..21-153-1 & B & G REALTY LLC \$964.40 \$164,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Patio expansion with elevated stage, see PERMIT 113202 for site plan

113507 130 S MILITARY AV..6-266-E HENRY REAL ESTATE DEVELOPMENT LLC \$140.00 \$2,500.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] FIRE COMPRESSOR ROOM REPAIR

113543 1110 KEPLER DR , Unit: SUITE 401..21-153-2 BCO HOLDINGS LLC \$1,192.00 \$276,274.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NO PLUMBING OR HVAC UNTIL PLANS ARE RECEIVED FROM THE STATE - PVC 7/18/2023

113260 1919 S BROADWAY..1-1407 GEORGIA PACIFIC CONSUMER PRODUCTS LP \$24,113.03 \$0.00 Pending

[33-320 - Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)] BLDG 166 - PARENT ROLL STORAGE & BROKE PULPING BLDG 168 - CHILLER PLANT

111592 501 EASTMAN AV..20-123 PROCTER & GAMBLE PAPER PRODUCTS CO \$660.60 \$1,500,000.00 Pending

[34-1 - Roofing (Commercial)] ROOF REPLACEMENT WITH STORM DRAINS

112234 1331 PACKERLAND DR..6H-1127-3 GREEN BAY AREA PUBLIC SCHOOL DISTRICT SOUTHWEST \$804.00 \$625,000.00 Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] REMOVED WALK PATH AND PARKING LOT
EC APPROVED 6/1/23
EC APPROVED REVISED 6/19/23

112776 1710 MORROW ST..21-1203 PURPLE ROSE GB LP \$473.57 \$96,000.00 Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] EC APPROVAL 6/16/23

113160 2450 UNIVERSITY AV..21-1254-2 EHLINGER LARRY M & CAROL S REVOCABLE TRUST \$70.00 \$4,700.00 Closed

[34-1 - Temporary Office/Trailer/Event (Commercial)] TENT - CELLCOM APPRECIATION EVENT
JULY 20TH

113342 130 9th ST..1-1372-C ASHE DEVELOPMENT LLC \$70.00 \$13,800.00 Pending

[34-1 - Roofing (Commercial)] re-roof

113378 901 S MILITARY AV..6-462-1 CLUB CAR WASH GREEN BAY PLAZA LLC \$70.00 \$20,000.00 Closed

[34-1 - Z - Misc Project Not Listed (Commercial)] SPRINKLER SYSTEM
*plbg permit was pulled with new club carwash project (109920)

113390 1925 BART STARR DR..1-2731 JOHN V BAYS \$140.00 \$600.00 Pending

[34-1 - Temporary Office/Trailer/Event (Commercial)]

113399 650 S IRWIN AV..14-1222-A SAINT MARYS CONGREGATION \$70.00 \$5,828.00 Pending

[34-1 - Z - Misc Project Not Listed (Commercial)] REPAIR SIDEWALKS

113421	2600 NIAGARA TR..22-SC481-2	JT PETROLEUM LLC	\$140.00	\$298,500.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] UNDERGROUND STORAGE TANK & ISLAND REPAIR					
113443	1500 CAPITOL DR..6-2646	BARBARA S KUEHN	\$70.00	\$5,000.00	Pending
[34-1 - Window, Door - Replacement (Commercial)] WINDOW REPLACEMENT					
113525	1515 6th ST..6-488-A	VAS INVESTMENT GROUP LLC	\$70.00	\$36,711.00	Pending
[34-1 - Siding (Commercial)] REPLACE SIDING AND SOFFIT					
113526	1490 CAPITOL DR..6-2647	THOMAS C & BARBARA S KUEHN	\$70.00	\$65,000.00	Pending
[34-1 - Window, Door - Replacement (Commercial)] WINDOW REPLACEMENT					
113628	1263 MAIN ST..8-309	WEST AVE LLC	\$70.00	\$0.00	Pending
[34-649 - Raze- Building or Structure (Commercial)] RAZE OF DAMAGED STRUCTURE DUE TO AUTO ACCIDENT					
113174	3451 NICOLET DR..22-53	RICHARD J & JACQUELYN L KUMMERS	\$100.00	\$3,423.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] GENERATOR					
113393	955 DENIS PL..3-549	CONNIE L & DAVID C ZEISE	\$50.00	\$1,200.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] RECONNECT AT 957- PANEL REPLACEMENT AT 955. FIRE AT RESIDENCE. THIS IS AN UPPER/LOWER.					
113412	1874 PREBLE AV..21-2179-1	CHAD D & JENNIFER L BRINKER	\$50.00	\$500.00	Closed
[40-55 - Electrical Service - Repair (Residential)] SERVICE REPAIR					
113442	1764 SUSAN LN..6-2377	MICHAEL S & KELLY L SCHUMM	\$50.00	\$600.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] EMERGENCY REPAIR					
113445	1177 SHADOW LN..1-2226	DOROTHY HARRSCH	\$50.00	\$3,500.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] SERVICE UPGRADE 100 AMP TO 200 AMP					
113454	2391 HAMPTON AV..21-3252	BRANDON T & KRISTEN N CHRISTENSON	\$50.00	\$1,100.00	Pending
[40-60 - New Electrical System (Residential)] EV CHARGER					
113483	1221 11th AV..1-196	KYLE D & KATHLEEN M LONG REVOCABLE TRUST	\$50.00	\$2,000.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] EMERGENCY SERVICE					
113490	1217 11th AV..1-197	MELISSA M PEETERS	\$50.00	\$750.00	Closed
[40-55 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE REPAIR					
113491	1251 REBER ST..20-44-34	REYMONTE PROPERTIES LLC	\$50.00	\$2,000.00	Closed
[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE					
113533	420 POLARIS CT..21-3813	JENNIFER & MARK OLKOWSKI	\$50.00	\$400.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] HOT TUB ELECTRICAL					
113538	1501 ELM ST..19-607	MARIA & ANTONIO VARGAS	\$50.00	\$1,200.00	Closed
[40-55 - Electrical Service - Repair (Residential)] SERVICE REPAIR					
113557	854 9th ST..1-180	ALYSSA FIELDS	\$50.00	\$32,000.00	Pending
[40-60 - New Electrical System (Residential)] NEW GARAGE AND DRIVEWAY					
ALREADY HAS ELEC PERMIT					
113567	1006 GRAY ST..18-800-4	RICHARD J & JEAN E HUTJENS	\$50.00	\$2,000.00	Pending
[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE					

113605	1263 MAIN ST..8-309	WEST AVE LLC	\$330.00	\$1.00	Pending
[40-54 - Electrical Service - Repair (Commercial)] SECURING BUILDINGS - REMEDIATION *they don't have estimated cost of construction at this time					
113615	3605 HUMBOLDT RD..21-394	JOSEPH A & PAUL M & HOWARD M FRANKENTHAL	\$70.00	\$1,750.00	Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] NEW LOT POLES					
113623	1216 N BUCHANAN ST..18-781-G	GLORIA P & GERALD C BIGELOW	\$70.00	\$3,000.00	Closed
[40-54 - Electrical Service - Repair (Commercial)] SERVICE REPAIR					
113650	943 VICTORY BLVD..1-1299	TINA L & SCOTT D MASSEY	\$50.00	\$7,985.00	Pending
[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE TO 200 AMP					
113672	1242 RALEIGH ST..1-2449	GRACE & MARK VILLERS	\$50.00	\$3,200.00	Pending
[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE					
113679	661 SUNNYCREST ST..21-820-R-3	JEFFREY & ALEXIS M JONES	\$50.00	\$2,800.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ELEC SERVICE UPGRADE					
113680	1953 NEWBERRY AV..21-2312-1	PERROT RENTALS LLC	\$50.00	\$1,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ELEC SERVICE UPGRADE					
113681	3111 BAY VIEW DR..21-1111-D-296	NEIL J & COLLEEN D HERMUS	\$50.00	\$3,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ELEC SERVICE UPGRADE					
112970	840 LIBERTY ST..1-1164	JASPER L & BRITTANY L TELLER	\$50.00	\$5,400.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113013	1120 GOODELL ST..17-644-A	RACHEL A & RONALD L SMITS	\$50.00	\$6,500.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
113283	319 CROOKS ST..13-73	M&B BUILDINGS LLC	\$70.00	\$5,190.00	Closed
[50-44 - Heating Unit Only (Commercial)] FURNACE					
113343	1005 GALLAGHER ST..18-758	TANNER & OLIVIA VANSTRATEN	\$50.00	\$6,531.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113353	1412 9th ST..6-196-G	JEAN M HERMAN	\$50.00	\$4,375.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113355	1004 WILSON AV..18-277	JAMES E & WANDA L SAUNDERS	\$50.00	\$5,751.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113359	2903 BALLY BUNION LN..22-2067	SUSAN MARY & JOSEPH G HOCKERS	\$50.00	\$8,827.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113360	2964 MOSSY OAK CIR..21-356-8	AJT INVESTMENTS LLC	\$50.00	\$4,791.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113361	1444 NELSON ST..6-294-2	MICHAEL J & RITA M BOSTEDT	\$50.00	\$4,992.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113363	3376 SITKA ST..21-7668	WILLIAM L & AMY JO HERMS	\$50.00	\$5,559.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113369	1012 14th AV..2-64-F-1	DALE A HOEGGER	\$50.00	\$9,980.00	Pending

[50-49 - Repair/Alter Existing HVAC System (Residential)] FURNACE AND DUCTWORK

113370 1146 DOUSMAN ST..5-846 HELEN M ROCHELEAU \$50.00 \$6,587.00 Pending

[50-49 - Repair/Alter Existing HVAC System (Residential)] DUCTWORK

113387 3090 N GOTHIC CI..6H-4072 DOWTY JIMMY D & MIRIAM J REVOCABLE TRUST \$100.00 \$6,000.00 Closed

[50-49 - Repair/Alter Existing HVAC System (Residential)] GENERATOR

113394 3339 SITKA ST..21-7682 JASON & MARY HURST \$50.00 \$6,000.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113400 1710 KING OF ARMS DR..6H-3433 KELLY M & DANIEL C ROWE \$50.00 \$6,650.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113401 2750 ST. ANTHONY DR..21-5807 FISCHER JOHN E & DEBORAH S TRUST ETAL \$50.00 \$10,747.00 Closed

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113402 1300 ALPINE DR..21-7857 GEOFFERY S & ANNE L NESTOR \$50.00 \$3,950.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113403 1608 PILGRIM ST..1-2535 RODNEY A JONES, ETAL \$50.00 \$6,600.00 Closed

[50-45 - Heating Unit Only (Residential)] FURNACE

113404 501 THORNAPPLE DR..6H-3051 THOMAS W ERDMANN \$50.00 \$6,158.00 Closed

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113405 704 11th AV..2-500 PANNHIA & AKUE MOUA \$50.00 \$4,100.00 Closed

[50-45 - Heating Unit Only (Residential)] FURNACE

113406 1699 AMY ST..21-5747 RNLB PROPERTIES LLC \$50.00 \$6,990.00 Pending

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113407 2718 SUSSEX RD..22-1960 LEE M BERGER \$50.00 \$18,000.00 Closed

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113410 2930 SANDIA DR..6H-3551 MARGARET M SAUER \$50.00 \$6,521.00 Closed

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113411 1411 BIEMERET ST..6-905 JOHN D & ASHLEY M OCONNELL \$50.00 \$5,681.00 Closed

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113419 2525 ROBINSON AV..21-5252 KAREN M ROUSE \$50.00 \$7,438.00 Closed

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113432 345 WINDWARD RD..21-4833 JONATHON & IAN KROUTH \$50.00 \$8,353.00 Closed

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113437 3281 EASTWAY DR..21-7178 CRYSTAL G THUNDER \$50.00 \$4,000.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113438 1450 S MILITARY AV..6-299-A-1 GREEN BAY HEALTH HOLDINGS LLC \$280.00 \$21,000.00 Closed

[50-42 - Heating and Air Conditioning Units (Commercial)] 2 FURNACES & 2 AIR CONDITIONERS

113441 1281 SHAWANO AV..3-1038 JENNIFER JUHREND \$50.00 \$6,330.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113447	1013 UNIVERSITY AV..7-694 [50-41 - AC Unit Only (Residential)] AIR CONDITIONER	GARY L & CANDY S ROSNER	\$50.00	\$4,600.00	Closed
113448	602 WILSON AV..5-1313 [50-41 - AC Unit Only (Residential)] AIR CONDITIONER	JOHN J KALCIK, ETAL	\$50.00	\$4,400.00	Pending
113451	1742 CHICAGO CT..21-1293-G [50-41 - AC Unit Only (Residential)] AIR CONDITIONER	ALBERTO CASTROCASTRO, ETAL	\$50.00	\$4,650.00	Closed
113457	1127 14th AV..1-28 [50-43 - Heating and Air Conditioning Units (Residential)] ALTERATIONS *permit for HVAC ONLY has been issued*	CMW LLC	\$50.00	\$10,000.00	Pending
113460	1307 MATHER ST..5-1663 [50-43 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER AND FURNACE	DANIEL J & ANGELA A SMITH	\$50.00	\$7,800.00	Pending
113461	1786 SUSAN LN..6-2677 [50-41 - AC Unit Only (Residential)] AIR CONDITIONER	LYNN M AHO	\$50.00	\$4,100.00	Closed
113473	1758 S LOCUST ST..6-2933 [50-45 - Heating Unit Only (Residential)] FURNACE AND AIR CONDITONER	WAYNE M & CAROLYN A ALLEN	\$50.00	\$17,500.00	Closed
113475	1318 WOLVERINE TR..21-7383 [50-49 - Repair/Alter Existing HVAC System (Residential)] DUCTWORK	DANIEL K & CARLY M NOVAK	\$50.00	\$1,000.00	Closed
113480	1132 ELIZA ST..17-135 [50-45 - Heating Unit Only (Residential)] FURNACE	JANICE P E LANE, ETAL	\$50.00	\$6,000.00	Pending
113493	1945 FIESTA LN..21-418-4 [50-41 - AC Unit Only (Residential)] AIR CONDITIONER	JANDRAIN ENTERPRISES LLC	\$50.00	\$4,992.00	Closed
113494	1421 BAUMGART RD..6H-1122-18 [50-41 - AC Unit Only (Residential)] AIR CONDITIONER	JANE F & GLEN J DICKINSON	\$50.00	\$4,992.00	Closed
113495	540 SPINNAKER LN..21-2219-4 [50-40 - AC Unit Only (Commercial)] AIR CONDITIONER	SPINNAKER TOWNHOMES LLC	\$70.00	\$4,855.00	Pending
113496	1041 VILLAGE GREEN CT..6H-3721 [50-45 - Heating Unit Only (Residential)] FURNACE	COLLEEN M & RANDALL C GRISWOLD	\$50.00	\$7,045.00	Closed
113498	1361 REGAL AV..6-2908 [50-41 - AC Unit Only (Residential)] AIR CONDITIONER	BERKERR FAMILY LP	\$50.00	\$4,300.00	Closed
113499	1919 OAKDALE AV..21-1845 [50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER	AMANDA MILANOWSKI	\$50.00	\$10,119.00	Closed
113500	1729 FARLIN AV..19-529 [50-41 - AC Unit Only (Residential)] AIR CONDITIONER	SCOTT R BERGEN	\$50.00	\$9,980.00	Closed
113501	827 MEACHAM ST..2-1282 [50-41 - AC Unit Only (Residential)] AIR CONDITIONER	CLARA C BENO	\$50.00	\$4,992.00	Closed
113502	2430 SHADY OAK LN..6H-1499-1 [50-41 - AC Unit Only (Residential)] AIR CONDITIONER AND DUCTWORK	FREDERICK P ZAKRZEWSKI	\$50.00	\$9,980.00	Pending
113510	730 BODART ST..10-6	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	\$70.00	\$4,000.00	Closed

[50-40 - AC Unit Only (Commercial)] AIR CONDITIONER

113511	1756 S LOCUST ST..6-2933	WAYNE M & CAROLYN A ALLEN	\$50.00	\$17,500.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
113514	2975 SHELTER CREEK LN..6H-4270	IAN A SPROAT	\$50.00	\$11,000.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
113520	562 LARRY LN..21-3153	DAVID C & DEBRA J HESSELINK	\$50.00	\$10,000.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
113521	2747 DANIEL CT..21-5264	JAMES J & APRIL L BRUNNER	\$50.00	\$15,040.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
113522	1930 PREBLE AV..21-2193-5	JUDY ANN DICKINSON	\$50.00	\$6,993.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113523	630 RAVENSWOOD DR..21-820-R-13	MATTHEW & SAMANTHA FLENTJE	\$50.00	\$16,402.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
113524	206 SEMINOLE LN..6H-2333	GAIL M & WILLIAM J VANDECASTLE	\$50.00	\$6,445.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113531	2423 CREST LN..21-3752	GUY E & KATHLEEN A PATZKE	\$50.00	\$17,000.00	Pending
[50-45 - Heating Unit Only (Residential)] FURNACE					
113539	801 MITCHELL ST..6-390	THOMAS J & MARY B MATHYS	\$50.00	\$7,000.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113551	118 S WASHINGTON ST..12-341	MICHAEL P & KATHRYN L TUBBS	\$140.00	\$12,904.00	Pending
[50-42 - Heating and Air Conditioning Units (Commercial)] FURNACE & AIR CONDITIONER					
113552	703 S QUINCY ST..14-576	CATHERINE M CHEVALIER	\$50.00	\$5,418.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113559	1270 WEISE ST..20-393-3	EMERY A & JILLIAN A KEMPEN	\$50.00	\$7,519.00	Pending
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113562	841 MEACHAM ST..2-1284	TOU NOU MOUA, ETAL	\$50.00	\$10,150.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
113564	1743 BRIQUELET ST..6-1480	& ZACHARY PAPERDISH PROPERTY MANAGEMENT LLC	\$50.00	\$7,300.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113568	1407 LANGLADE AV..6-816	KRISTA L KATERS	\$50.00	\$8,800.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
113569	1115 S VAN BUREN ST..16-323	KEVIN J & LYNN A HESLIN	\$50.00	\$7,900.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
113572	2816 COUNTRY CLUB CT..6H-4195	ROBERT D DEAN REVOCABLE TRUST	\$50.00	\$5,200.00	Closed
[50-41 - AC Unit Only (Residential)] AIR CONDITIONER					
113573	1029 NICOLET AV..1-139	GARY J ZIEGELBAUER	\$50.00	\$9,900.00	Closed

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113574 833 GROSS CT..2-1210 VICKI K BAUM \$50.00 \$5,176.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITONER

113575 906 N LOCUST ST..6-738-C ETHAN MICHAEL & EMILY SCOTT \$50.00 \$5,000.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113581 630 CHERRY ST..11-197 NITSCHKE JACKIE CENTER INC \$70.00 \$7,500.00 Closed

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113582 1431 14th AV..1-273 ERIC L SCHOENEBECK \$50.00 \$7,900.00 Pending

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113583 2653 FORESTVILLE DR..6H-1777 DAVID B & RITA M MCART \$50.00 \$10,550.00 Pending

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113584 2654 E GLACIER DR..21-3335 WENDY S & CHARLES K WESTBY \$50.00 \$11,344.90 Pending

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113600 2937 MOSSY OAK CIR..21-356-19 THEODORE & THERESE A BAIER \$50.00 \$10,250.00 Pending

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

113602 1349 WILLOW CREEK PKY..21-7440 JON C & MOLLY A MARES \$50.00 \$7,000.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113604 2344 SUNRISE CT..21-100-13 ANGELA M & ANDREW E LOCHE \$50.00 \$4,975.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113607 321 CLEVELAND ST..3-717 SKYLAR WILLIAM & MORGAN CAIN \$50.00 \$6,204.45 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113608 118 S WASHINGTON ST..12-341 KATHRYN L & MICHAEL P TUBBS \$140.00 \$13,904.00 Pending

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER - UNIT 301B

113614 345 NORTHERN AV..5-341 BENJAMIN & LINDSEY CORTEZ \$50.00 \$4,000.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113618 1126 LENA LN..21-6180 JEDEDIAH G CHAMBERS \$50.00 \$9,778.00 Pending

[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

113619 2969 FERNDAL DR..6H-2859 CHASE D & MARIA K GOLDEN \$50.00 \$6,130.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113635 512 ANTELOPE TR..6H-3997 WAYNE J & PATRICIA L ROSE REVOCABLE TRUST \$50.00 \$18,000.00 Pending

[50-45 - Heating Unit Only (Residential)] FURNACE

113639 1620 FRANZ AV..21-1968 JOHN E & KATHLEEN M UMENTUM \$50.00 \$7,800.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113640 1212 CHANTEL ST..6-2214 CHAD JEFFREY & TIFFANY ANNE HEMPHILL \$50.00 \$20,000.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113648 1115 S QUINCY ST..16-208 KIM M & ROBERT S PAGE \$50.00 \$4,850.00 Pending

[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113649	1299 WOLVERINE CT..21-7371	VANCE L & LORI R TOIVONEN	\$50.00	\$4,530.00	Pending
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[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113688	1221 GROSS AV..1-132	KELLY G KRAUSE	\$50.00	\$4,916.00	Pending
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[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113689	140 REGAN ST..6-1897	WILLIAM H & LORI A HINZ	\$50.00	\$7,950.00	Pending
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[50-45 - Heating Unit Only (Residential)] FURNACE

113690	1310 SANDSTONE PL..6H-3544	RICK A & SUSAN M WOODWARD	\$50.00	\$5,875.00	Pending
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[50-41 - AC Unit Only (Residential)] AIR CONDITIONER

113366	1149 LANGLADE AV..1-1925	KRISTEEN MCGLINN	\$30.00	\$1,800.00	Pending
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[60-27 - Water Heater (Residential)] WATER HEATER

113367	1203 PARK ST..18-1053	MATTHEW & JENNIFER LIEBERENZ	\$50.00	\$10,577.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER, REPLACE MIXER VALVE

113391	2389 PECAN ST..21-3066	DARRYL R & MARY A MERRYFIELD	\$30.00	\$11,995.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)] FULL SEWER LATERAL REPLACEMENT

113408	2937 MOSSY OAK CIR..21-356-19	THEODORE & THERESE A BAIER	\$50.00	\$500.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)] REPLACING 2 SINKS AND 2 TOILETS

113420	513 LARRY LN..21-3171	KENNETH PUYLEART, ETAL	\$50.00	\$1,190.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER

113433	1110 14th AV..1-1471	RODNEY J HEARLEY	\$50.00	\$973.00	Pending
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[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER

113435	505 CLINTON ST..2-116	ANNUNCIATION OF THE BVM CONGREGATION CITY OF GREEN BAY	\$30.00	\$2,000.00	Closed
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[60-28 - Water Service - Connection/Repair (Commercial)] WATER SERVICE

113436	965 SCHOOL PL..3-753	GARDNER INVESTMENTS LLC	\$1,130.00	\$400.00	Closed
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[60-33 - Storm Sewers - Connection/Repair (Residential)] HOOK UP SUMP PUMP LATERAL

113444	310 HUDSON ST..3-819	KAITLYN R MOSER	\$30.00	\$2,737.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)] INSTALLING A BURIED DISCHARGE LINE

113458	403 N CHESTNUT AV..5-944	JULIE CHRISTENSEN	\$30.00	\$4,500.00	Closed
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY SEWER LATERAL REPAIR

113459	405-407 N CHESTNUT AV..5-946	JAMES A & ANGELA S MARTIN	\$30.00	\$4,500.00	Closed
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[60-31 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY SEWER LATERAL REPAIR

113474	1318 WOLVERINE TR..21-7383	DANIEL K & CARLY M NOVAK	\$50.00	\$1,000.00	Closed
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[60-25 - Repair/Alter Existing Plumbing System (Residential)] MISC PLUMBING

113476	3688 CHURCH RD..22-2109	ELLIOT D & SARA K HEATH	\$30.00	\$30.00	Closed
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[60-29 - Water Service - Connection/Repair (Residential)] REPAIR TO SUMP LINE

113478	311 ERIE RD..21-10-1	BALDSCHUN JACK E & CHARLOTTE D REVOCABLE TRUST	\$30.00	\$10,000.00	Pending
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[60-29 - Water Service - Connection/Repair (Residential)] WATER SERVICE REPLACEMENT

113509	1102 S JACKSON ST..16-193	CHARLES DUPEE	\$60.00	\$8,000.00	Closed
[60-31 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY & WATER LATERAL REPLACEMENT					
113519	1018 COLONIAL AV..2-1318	ROSE M CALVERT, ETAL	\$30.00	\$1,800.00	Pending
[60-27 - Water Heater (Residential)] WATER HEATER					
113534	1219 W MASON ST..2-1274	1219 W MASON STREET LLC	\$30.00	\$18,000.00	Closed
[60-30 - Sanitary Sewers - Connection/Repair (Commercial)] REPAIR SANITARY LATERAL					
113535	400 N WASHINGTON ST..12-86	SCHREIBER FOODS INC	\$70.00	\$4,500.00	Pending
[60-36 - Lawn Sprinklers (Commercial)] UNDERGROUND SPRINKLERS					
113536	2476 VAN BEEK RD..21-3519	GERALD H & BETTE L LEHNER	\$30.00	\$2,700.00	Closed
[60-33 - Storm Sewers - Connection/Repair (Residential)] STORM SEWER REPAIRS					
113544	1625 LANGLADE AV..6-996	MARK K MATTHEWS, ETAL	\$50.00	\$10,877.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER/REPLACE MIXER VALVE.					
113556	2511 W MASON ST..6H-1112-C	TNT HOLDINGS LLC	\$155.00	\$8,000.00	Pending
[60-24 - Repair/Alter Existing Plumbing System (Commercial)] INSTALLING GREASE INTERCEPTOR & MISC PLUMBING					
113580	528 13th AV..2-612	TRISTAN LAPORTE	\$100.00	\$2,500.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] UNPERMITTED BATHROOM RENOVATIONS PER COMPLAINT # 133871					
*waiting for elec					
*DOUBLE FEE BOTH PLBG & ELEC					
113598	1220 LOCH DR..6-636	STEPHANIE L KAPONYA	\$1,130.00	\$300.00	Closed
[60-33 - Storm Sewers - Connection/Repair (Residential)] STORM SEWER					
113599	245 SCHOBBER ST..21-2475-30	THOMAS J & MARSHA A QUATSOE	\$1,130.00	\$500.00	Pending
[60-33 - Storm Sewers - Connection/Repair (Residential)] STORM SEWER					
113625	1213 LIME KILN RD..21-462	SALVATION ARMY THE	\$30.00	\$3,100.00	Pending
[60-28 - Water Service - Connection/Repair (Commercial)]					
113626	1531 MAIN ST..8-27	GREEN BAY CITY OF	\$30.00	\$3,100.00	Pending
[60-28 - Water Service - Connection/Repair (Commercial)]					
113627	1670 LAKE LARGO DR..21-262-19	GAIL Y & JAMES A PASKIND	\$30.00	\$3,250.00	Pending
[60-29 - Water Service - Connection/Repair (Residential)]					
113647	421 ERIE RD..21-16-1-16	OAK PARK PROPERTIES OF GREEN BAY LLC ETAL	\$70.00	\$5,000.00	Pending
[60-36 - Lawn Sprinklers (Commercial)] SPRINKLER SYSTEM					
113293	240 N BROADWAY..4-65	BFAM LLC	\$95.30	\$8.00	Pending
[70-1 - Signs - Permanent] Wall Signage- Channel Letters 2 x 4 and 1.3 x 2'					
113333	1122 LINCOLN ST..18-773-A	INTERBAKE FOODS LLC	\$120.00	\$19,000.00	Pending
[70-1 - Signs - Permanent] 2 6 ft by 5 ft mon signs plus directional signage.					
113418	2071 9th ST..6H-1572	ONEWAY CHRISTIAN CHURCH INC	\$114.19	\$5,000.00	Pending
[70-1 - Signs - Permanent] Wall Sign 11.25 x 4.3					
113586	1555 W MASON ST..6-462	MILITARY AVE PARTNERS LLC	\$30.00	\$500.00	Pending

Totals: 288 projects	\$115,302.92	\$23,165,052.53
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Summary of Projects Issued

7/1/2023 to 7/31/2023

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	3	3	6	3	3	3	3	3	\$3,821.01	\$1,166,000.00
2 Residential - Alteration - 1 -2 Family House	24	2	16	24	14	7	10	0	\$3,914.90	\$787,792.00
4 Residential - Addition - Garage, Carport	1	0	1	1	0	0	0	0	\$75.00	\$9,000.00
4 Residential - Alteration - Garage or carport or Shed	1	0	1	1	1	0	0	0	\$155.00	\$7,000.00
7 Deck, Porch, Patio, Ramp (Residential)	15	7	11	15	0	0	0	0	\$1,370.00	\$161,381.00
9 Demolition - Interior (Residential)	1	0	0	1	1	1	1	0	\$230.00	\$30,000.00
11 Driveway Replacement and/or Expansion (Residential)	17	0	0	17	0	0	0	0	\$870.00	\$183,171.24
11 Fence (Residential)	26	1	0	26	0	0	0	0	\$1,325.00	\$165,495.96
11 Foundation Repair (Residential)	12	0	1	12	0	0	1	0	\$700.00	\$241,702.00
11 Garage/Carport/Shed (residential)	12	6	6	12	5	0	0	0	\$1,170.00	\$148,825.98
11 Swimming Pool (Residential)	3	2	0	3	1	0	0	0	\$250.00	\$2,300.00
11 Z - Misc Project Not Listed (Residential)	2	0	0	2	0	0	0	0	\$100.00	\$9,000.00
30 Commercial - Alteration - Multi-Family of 3 or more units	2	0	0	2	2	0	2	0	\$780.00	\$162,000.00
30 Commercial - New - 3 or 4 Multi-Family Units	1	1	2	1	1	1	1	1	\$24,522.69	\$5,042,065.00
30 Commercial - New - 5 or More Family Building	3	0	6	3	3	3	3	3	\$11,573.74	\$2,484,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	8	0	10	8	8	5	5	1	\$19,930.76	\$6,972,024.00
31 Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)	1	1	2	1	1	1	1	1	\$1,154.61	\$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	3	1	1	1	1	1	\$5,184.52	\$0.00
33 Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)	1	0	2	1	1	1	1	0	\$24,113.03	\$0.00
34 Parking Lot - New & Reconstruction (Commercial)	2	2	3	2	1	0	1	2	\$1,277.57	\$721,000.00
34 Raze- Building or Structure (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$0.00
34 Roofing (Commercial)	2	0	1	2	0	0	1	0	\$730.60	\$1,513,800.00
34 Siding (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$36,711.00
34 Temporary Office/Trailer/Event (Commercial)	2	0	0	2	1	0	0	0	\$210.00	\$5,300.00
34 Window, Door - Replacement (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$70,000.00
34 Z - Misc Project Not Listed (Commercial)	3	0	0	3	1	0	0	0	\$280.00	\$324,328.00
40 Electrical Service - Repair (Commercial)	2	0	0	1	2	1	1	0	\$400.00	\$3,001.00
40 Electrical Service - Change (Residential)	4	0	0	0	4	0	0	0	\$200.00	\$15,185.00
40 Electrical Service - Repair (Residential)	3	0	0	0	3	0	0	0	\$150.00	\$2,450.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$1,750.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	9	0	0	0	9	1	0	0	\$500.00	\$17,923.00
40 New Electrical System (Residential)	2	0	0	1	2	0	0	0	\$100.00	\$33,100.00
50 AC Unit Only (Commercial)	2	0	0	0	0	2	0	0	\$140.00	\$8,855.00
50 AC Unit Only (Residential)	49	0	0	0	0	49	0	0	\$2,470.00	\$304,124.45

50 Heating and Air Conditioning Units (Commercial)	2	0	0	0	0	2	0	0	\$420.00	\$33,904.00
50 Heating and Air Conditioning Units (Residential)	22	0	0	1	1	22	1	0	\$1,190.00	\$240,574.90
50 Heating Unit Only (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$5,190.00
50 Heating Unit Only (Residential)	8	0	0	0	0	8	0	0	\$400.00	\$84,195.00
50 Repair/Alter Existing HVAC System (Residential)	4	0	0	0	1	4	0	0	\$250.00	\$23,567.00
60 Lawn Sprinklers (Commercial)	2	0	0	0	0	0	2	0	\$140.00	\$9,500.00
60 Repair/Alter Existing Plumbing System (Commercial)	1	0	1	0	0	0	1	0	\$155.00	\$8,000.00
60 Repair/Alter Existing Plumbing System (Residential)	7	0	0	0	0	0	7	0	\$400.00	\$27,617.00
60 Sanitary Sewers - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$18,000.00
60 Sanitary Sewers - Connection/Repair (Residential)	3	0	0	0	0	0	3	0	\$120.00	\$17,000.00
60 Storm Sewers - Connection/Repair (Residential)	4	0	0	0	0	0	4	0	\$3,420.00	\$3,900.00
60 Water Heater (Residential)	2	0	0	0	0	0	2	0	\$60.00	\$3,600.00
60 Water Service - Connection/Repair (Commercial)	3	0	0	0	0	0	3	0	\$90.00	\$8,200.00
60 Water Service - Connection/Repair (Residential)	5	0	0	0	0	0	5	0	\$150.00	\$28,012.00
70 Signs - Permanent	3	3	0	3	0	0	0	0	\$329.49	\$24,008.00
70 Signs - Temporary	1	0	0	1	0	0	0	0	\$30.00	\$500.00
Totals:	288	29	72	154	68	113	61	12	\$115,302.92	\$23,165,052.53



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year July, 2023	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 44,862.74	\$ 44,862.74			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 20,605.91	\$ 17,904.16		\$ 2,701.75	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 11,242.68			\$ 11,242.68	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,256.55		\$ 5,256.55		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 7,007.80		\$ 3,434.30	\$ 3,573.50	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 6,885.42			\$ 6,885.42	
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.)	\$ 700.00		\$ 700.00		
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.)	\$ 771.20			\$ 771.20	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 97,332.30	\$ 62,766.90	\$ 9,390.85	Pay This Amount \$ 25,174.55	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEEL BASTEN Signature: *Neil Basten* Date: 8-1-23

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: *Linda Chen* Date: 8-7-23

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>

FINAL PAYMENTS RESOLUTION
August 22, 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. WSG 2-22 REROOF

TOTAL AMOUNT EARNED:	\$ 956,236.50
LESS AMOUNT RETAINED:	\$ 0.00
	\$ 956,236.50
LESS AMOUNT PREVIOUSLY PAID:	\$ 762,973.21
AMOUNT DUE THIS PAYMENT:	
	\$ 193,263.29

ACCOUNT NUMBERS

404503-55204-69152: \$ 193,263.29
PO #2200114

2. PAVEMENT 3-21 S JACKSON ST RECONSTRUCTION

TOTAL AMOUNT EARNED:	\$ 2,271,259.12
LESS AMOUNT RETAINED:	\$ 0.00
	\$ 2,271,259.12
LESS AMOUNT PREVIOUSLY PAID:	\$ 2,161,537.07
AMOUNT DUE THIS PAYMENT:	
	\$ 109,722.05

ACCOUNT NUMBERS

501-12201-65031:	\$ 4,934.35
403500-55355-65031:	\$ 3,570.00
412500E-55355-65031:	\$ 64,767.12
217500-55305-65031:	\$ -
401500E-55305-65031:	\$ 36,450.58
	\$ 109,722.05

PO #2100054

3. CHANTEL STREET BRIDGE FIBER RELOCATION

TOTAL AMOUNT EARNED:	\$	28,800.00
LESS AMOUNT RETAINED:	\$	<u>0.00</u>
	\$	28,800.00
LESS AMOUNT PREVIOUSLY PAID:	\$	<u>0.00</u>
AMOUNT DUE THIS PAYMENT:	\$	28,800.00

ACCOUNT NUMBERS

421120-55140:	\$	19,872.00
421120-55140-82003:	\$	<u>8,928.00</u>
	\$	28,800.00

PO #2300071

Adopted _____, 2023

Approved _____, 2023

Mayor

ATTEST:

City Clerk

EJNS

ZONING ORDINANCE NO. XX-XX

**AN ORDINANCE REZONING PROPERTY LOCATED AT
205 HUDSON STREET
FROM LOW-DENSITY RESIDENTIAL DISTRICT (R1)
TO PUBLIC INSTITUTIONAL DISTRICT (PI)
(ZP 23-29)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as 205 Hudson Street (Parcel #3-1172), from Low-Density Residential (R1) to Public Institutional (PI):

122,715 SQ FT LOT 2 OF 43 CSM 146 BNG PRT OF PC 1 WSFR & PRT OF
VACANT STRIP WSFR

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:

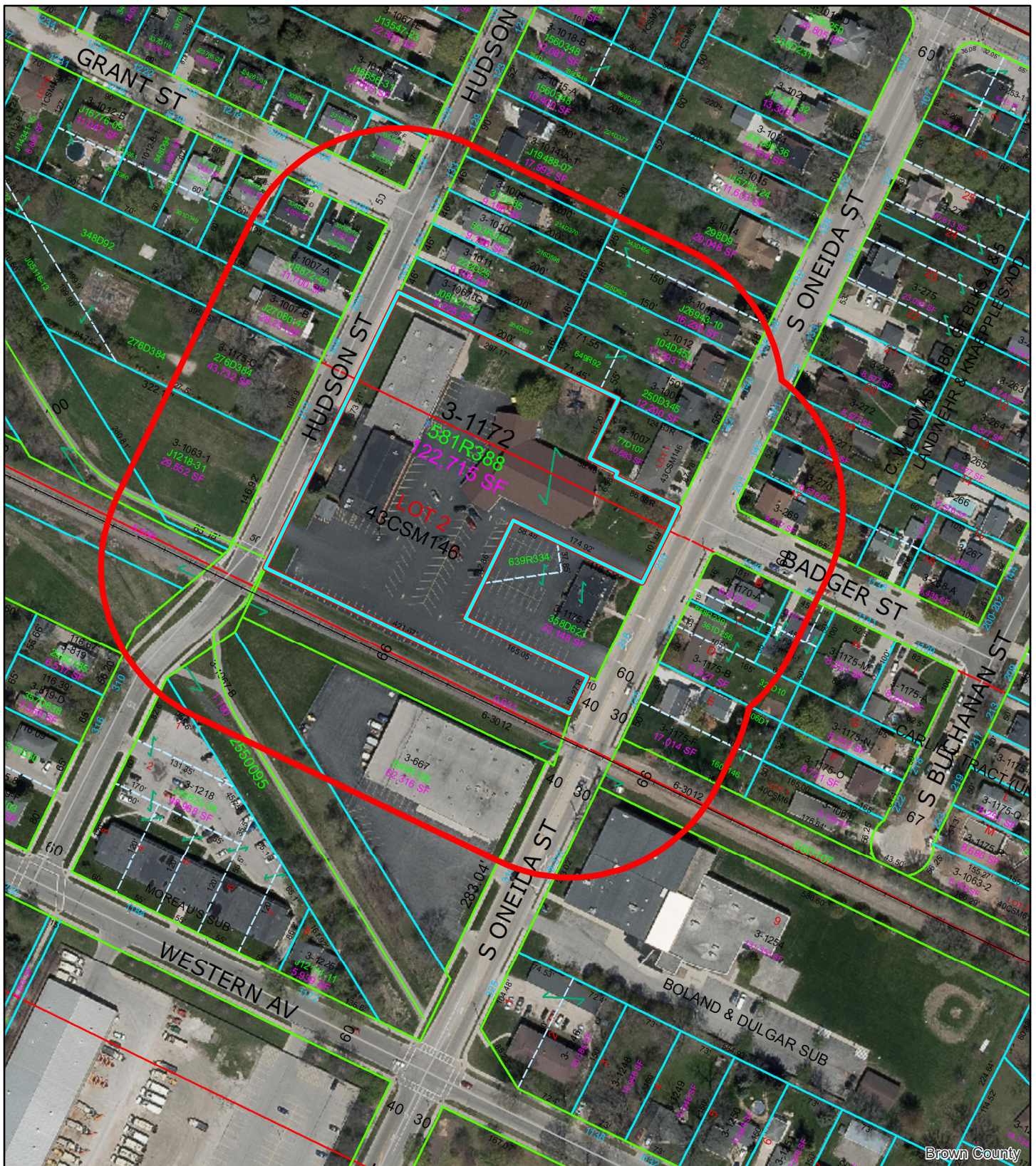
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

sh:

Attachment – Location Map



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 02 Aug 2023 X:\Planning\Basemaps\template_8.5x11.mxd

(ZP 23-29) Rezone from R1 to PI at 205 Hudson Street



- 205 Hudson Street
- 200-ft Notification Area