



AGENDA OF THE COMMON COUNCIL

TUESDAY, APRIL 16, 2024, 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/89274696903>

Or call in by phone: +1 312 626 6799

Meeting ID: 892 7469 6903

Passcode: 209710

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. Alders' Oath of Office

F. Election of Common Council President.

G. Election of Common Council Vice President.

H. Approval of Minutes.

I. March 19, 2024

I. Approval of the Agenda.

J. Report by the Mayor.

K. Announcements.

L. Appointments.

I. Reappointments:

On Broadway Business Improvement District

Brendt Peeters, 1126 S. Quincy St., Green Bay, WI 54301

Term to expire: December 1, 2026

Standing Committees

Protection and Policy

Craig Stevens

Bill Morgan

Alyssa Proffitt

Jim Hutchison

Personnel and Finance

Bill Galvin

Brian Johnson

Kathy Hinkfuss

Jennifer Grant

Parks and Improvement & Services

District 6 Alder

Melinda Eck

Chris Wery

Ben Delie

Boards and Commissions

Annexation Commission

Jennifer Grant

CDBG Revolving Loan Committee

Bill Morgan

Ethics Board

Bill Galvin

Green Bay Plan Commission

Jim Hutchison

Green Bay Public Arts Commission

Alyssa Proffitt

Landmarks Commission

Jim Hutchison

Redevelopment Authority
Kathy Hinkfuss

Sustainability Commission
District 6 Alder

Traffic, Bicycle & Pedestrian Commission
Craig Stevens

Transit Commission
Craig Stevens

Water Commission
Bill Morgan

Equal Rights Commission
District 6 Alder

M. Public Hearings.

1. (CSM 24-07) Public Hearing on the request to approve a four-lot Certified Survey Map that includes the dedication of public right-of-way, Submitted by Troy Collins with GRAEF on behalf of the Green Bay Redevelopment Authority, Property Owner (Ald. Morgan, District 3).

N. Ordinances - Second Reading for Adoption.

1. Planning Ordinance No. 01-24
An ordinance approving a four-lot Certified Survey Map at 0 Lime Kiln Road.
2. General Ordinance No. 8-24
An ordinance amending GBMC 2-324(h), Green Bay Municipal Code, relating to solicitation of funds.

O. Report of the Redevelopment Authority (April 9, 2024).

1. To approve the request by HR Green Bay Owner, LLC, for Consent to Assignment, Second Amendment, and Estoppel Certificate, Management Agreement for the Green Bay Convention Center and Conference Center.

P. Report of the Improvement & Services Committee (April 10, 2024).

1. To approve the request by Morgan Fick, 1460 Ninth Street, to rescind Invoice #183680 in the amount of \$39.00 for improper tipper cart storage on March 12, 2024, at 1460 Ninth Street.

2. To approve the request by Larry Erdmann, 1428 Servais Street, to rescind Invoice #183412 in the amount of \$39.00 for improper tipper cart storage on March 4, 2024, at 1428 Servais Street.
3. To approve the request by Jay Nyman, 1555 Forest Glen Drive, to rescind Green Bay Parking Citation #69092161 for violation of the No Stopping/No Standing zone on North Washington Street.
4. To approve the request by Department of Public Works to award the contract for hauling, disposal, and mobilization of contaminated soil to Peter's Concrete Co. as a one-year contract with an estimated total of \$70,250.00.
5. To approve the request by Department of Public Works to obtain an easement for sidewalk and storm sewer purposes from Pickles Manufacturing, LLC, between School Place and Howard Street.
6. To approve the request by Department of Public Works to approve Amendment No. 3 to Professional Services Agreement with Ayres Associates in the amount of \$9,710.00 for providing drafting services for the City portion of the Country Club Road reconstruction project.
7. To approve the request by Department of Public Works to enter into a Routine Bridge Maintenance and Operation Agreement between the City and the Wisconsin Department of Transportation for State Fiscal Year 2025.
8. To approve the request by HR Green Bay Owner, LLC (Hyatt Regency Green Bay) to assign parking rights to 333 Main, LLC in accordance with the provisions of the Parking Agreement between the City and Hyatt dated August 31, 2012.
9. To approve the request by Department of Public Works to approve the proposed 2024 Mill and Pave Program. The program includes milling and replacing 4,735 linear feet of pavement for an estimated cost of \$350,000.00. The program will be funded using bonded money from streets that have been delayed for one year.
10. To approve the request by Department of Public Works to enter into a three-party agreement with WisDOT and Graef-USA, Inc. for the Manitowoc Road Sidewalk Project WisDOT Project ID 4987-14-00. The total cost of the design is estimated to be \$405,610.86 of which the City will receive federal funds in the amount of \$129,163.00. The required remaining funds will be bonded in 2025.
11. To deny the request by Department of Public Works to approve the award for the purchase of rain barrels to Greenlane Environmental & Recycling Services Inc. in the amount of \$29,016.00.
12. To approve the request by Department of Public Works to NOT award Contract WSG I-24 SALT STORAGE SHED CONCRETE REPAIRS due to need to reallocate funds to East Side Garage Salt Storage Shed design services.
13. To approve the request by Department of Public Works to reallocate capital funds bonded for repairs to the West Side Garage salt storage shed to emergency repairs/replacement of the East Side Garage salt storage facility.

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

Consultant services for contaminated soils and groundwater determinations for contract 2024 CITY ROAD CONSTRUCTION PROJECTS, LEICHT MEMORIAL PARK, SEYMOUR PARK – WEST, AND FINGER ROAD SOFTBALL FIELD COMPLEX.

15. To approve the request by Department of Public Works to approve and accept ownership of the stormwater management ponds for the Mahon Creek Estates and the Mahon Creek Estates Ist Addition Subdivisions.
16. To receive and place on file the actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Duke's Concrete Construction
- b. DeGroot Concrete LLC
- c. The Boldt Company
- d. Christensen Concrete & Excavating
- e. KPC Concrete Contractor LLC
- f. Loch Construction Co., Inc.
- g. Melnarik Concrete, Inc.
- h. Titledown Construction LLC
- i. Three Corners Concrete LLC
- j. Evraets Concrete Construction, LLC
- k. E&I Concrete Construction
- l. Helmle Construction & Concrete, LLC
- m. Deleers Construction, Inc.
- n. Bad Bass Concrete LLC
- o. Anderson Basement Repair, Inc.

Q. Report of the Protection & Policy Committee (March 25, 2024).

1. To approve a request by Noble Roots Brewing Company, LLC at 2790 University Ave. to expand their license onto City Property.
2. To grant an application for a "Class B" Liquor & Class "B" Beer license for 333 Main, LLC at 333 Main St. with a license premises description as "Hyatt Regency Hotel Green Bay, KI Convention Center, and Packer Plaza Outdoor Area," (Currently licensed as Hyatt Corporation).
3. To approve the request by Vic Theatre Green Bay, LLC at 217 E. Walnut St. to request an extension of the issuance of his liquor license to May 31, 2024.
4. To approve a request by Tar Escapades LLP at 2657 University Ave. to extend their license premises to "2 PICNIC TABLES TO BE PLACED OUTSIDE OUR 2 WINDOWS IN FRONT OF UNUSED ATTACHED GARAGE" on May 5, May 9, May 10, May 11, May 16,

May 17, May 18, May 22, May 23, May 24, May 26, May 30, May 31, June 1, June 6, June 7, June 8, June 13, June 14, June 15, June 20, June 21, June 22, June 27, June 28, June 29; July 4, July 5, July 6, July 11, July 12, July 13, July 18, July 19, July 20, July 25, July 26, July 27, August 1, August 2, August 3, August 8, August 9, August 10, August 15, August 16, August 17, August 22, August 23, August 24, August 29, August 30, August 31, and September 1. (dates after July 1 subject to the approval of the 2024-2025 renewal application).

5. To approve the City of Green Bay Pesticide Use Policy.
6. Informational Only: Liquor Violation Report.

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

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

S. Report of the Plan Commission (April 8, 2024).

1. To approve the request to release two, 10-foot storm sewer easements for Pilgrim Lutheran Church at 1731 St. Agnes Drive (Parcel 6-311) (ED 24-01), subject to the following condition:
 1. A sewer easement over the relocated sewer is granted to the City of Green Bay by the property owner from Chateau Drive to Liberty Street.
2. To approve the request to rezone property located at 1400 Block of South Huron Road (Parcel 21-186) from Rural Residential (RR) Zoning to Varied Density Residential (R3) Zoning (ZP 24-06) (Public Hearing held 4/8/2024).
3. To approve the request to create a Planned Unit Development (PUD) at 211 N Broadway for the development of Green Bay Public Market (ZP 24-07), subject to the following conditions:
 1. Adoption of the draft PUD.
 2. The PUD regulations in relation to the rear/west façade of the structure be reevaluated for appropriateness in five years from the Public Markets occupancy should a multi-story structure not be constructed adjacent to the west.

(Public Hearing held 4/8/2024).

T. Report of the Finance Committee. (April 9, 2024)

1. To approve the financial commitment and payment to Wello for \$125,000 related to the JBS Urban Farm Development to be reimbursed by the Neighborhood Investment Grant.
2. To approve the resolution authorizing the continuation of the city's self-insured workers compensation program.
3. To accept a \$250,000 grant from Brown County Public Health for the establishment of a Mobile Integrated Health (MIH) Paramedic Program for Green Bay Metro Fire Department.
4. To approve the purchase of an Aruba Core Switches for the City Hall for a total cost of \$128,942.00 funded by ARPA allocation.

5. To approve the purchase of 19-EA 2024 Ford Police Inceptor Utility Vehicles KBA AWD for the City of Green Bay Police Department for \$42,783.00 each for a total cost of \$812,877.00 from bonded funds.
6. To approve the purchase of 12 ea. Motorola APX 8500 Radios and One APX 8500 All Band Radio for the command center communications for a total of \$97,990.75.
7. To approve the award of Forward Appraisal for the Services Revaluation for a total cost of \$225,000 for the 2027 revaluation.
8. To approve the purchase of Audio-Visual Equipment for Council Chambers from ACP CreativIT LLC for a total cost of \$130,731.76 funded by ARPA allocation.

U. Report of the Park Committee (April 10, 2024).

1. To receive and place on file the staff discussion regarding projects and initiatives for the Parks, Recreation & Forestry Department. **(Informational Only)**

V. Report of the Traffic, Bicycle, and Pedestrian Commission March 18, 2024).

1. To approve the reports by the Police Department on the February and March 2024 Traffic Enforcement Unit Traffic Safety Plan.
2. To receive and place on file the study of the intersection at Shawano Avenue and N/S Oakland Avenue.
3. To remove the existing parking restrictions on the north side of Morrow Street from a point 60 feet west of Henry Street to a point 135 feet east.
4. To establish a NO PARKING zone on the north side of Morrow Street from a point 60 feet west of Henry Street to a point 60 feet east of Henry Street.
5. To refer to staff as amended the request by Ald. Stevens to amend the existing policy to allow traffic calming measures on collector streets within the City.
6. To refer to staff as amended the request by Ald. Stevens to amend the existing policy to include traffic calming measures with all new and reconstructed streets.

W. Informational.

1. Building Report for March 2024
2. Municipal Court Monthly Report

X. Committee of the Whole.

1. For consideration, with possible action, to establish rules of conduct and participation for the public at Common Council and all other public meetings.

Y. Resolutions.

1. Resolution drawing final orders to contractors for April 16, 2024.

2. Resolution authorizing the continuation of the city's self-insured workers compensation program.
3. Resolution authorizing release of utility easements at 1731 St. Agnes Drive (ED 24-01).
4. Resolution authorizing execution of the Department of Natural Resources principal forgiveness financial assistance agreement.

Z. Ordinances - First Reading.

1. General Ordinance No. 10-24
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.
2. Zoning Ordinance No. 06-24
An ordinance rezoning the property located at the 1400 Block of South Huron Road (parcel no. 21-186) from Rural Residential (RR) District to Varied-Density Residential (R3) District (ZP 24-06).
3. Zoning Ordinance No. 04-24
An ordinance creating a Planned Unit Development (PUD) Overlay District for property located at 211 N Broadway (ZP 24-07).

AA. Referral of Petitions & Communications.

BB. 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.

PLANNING ORDINANCE NO. 01-24

**AN ORDINANCE
APPROVING A FOUR-LOT CERTIFIED SURVEY MAP
AT 0 LIME KILN ROAD
(CSM 24-07)**

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

SECTION 1. Pursuant to Section 34-2, GBMC, and the recommendation of the Plan Commission on March 15, 2024, a Certified Survey Map is hereby approved for the following described property located at 0 Lime Kiln Road as depicted in the map attached hereto as Exhibit A and made a part of this ordinance as though fully set forth herein.

All of Lot 1 of Volume 53 of Certified Survey Maps Page 221, Map No. 7758, Recorded as Document No. 2350722, Being Part of Private Claims 9 and 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin. (Parcel No. 23-243-1)

Said approval is subject to the following conditions:

1. The Certified Survey Map must comply with all land division review comments prior to being recorded.
2. Compliance with all regulations of the Green Bay Municipal Code.

SECTION 2. Approval of said Certified Survey Map is deemed an amendment to the Official Map of the City of Green Bay in accordance with Wis. Stats. § 62.23(6)(d), as it includes the location of new planned streets. Pursuant to Section 34-2, GBMC, and the recommendation of the Plan Commission on March 15, 2024, and following the public hearing held on said amendment on April 16, 2024, the Official Map of the City of Green Bay is hereby amended as depicted in the map attached as Exhibit A.

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

SECTION 4. This ordinance shall not take effect until after a public hearing is held on April 16, 2024, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

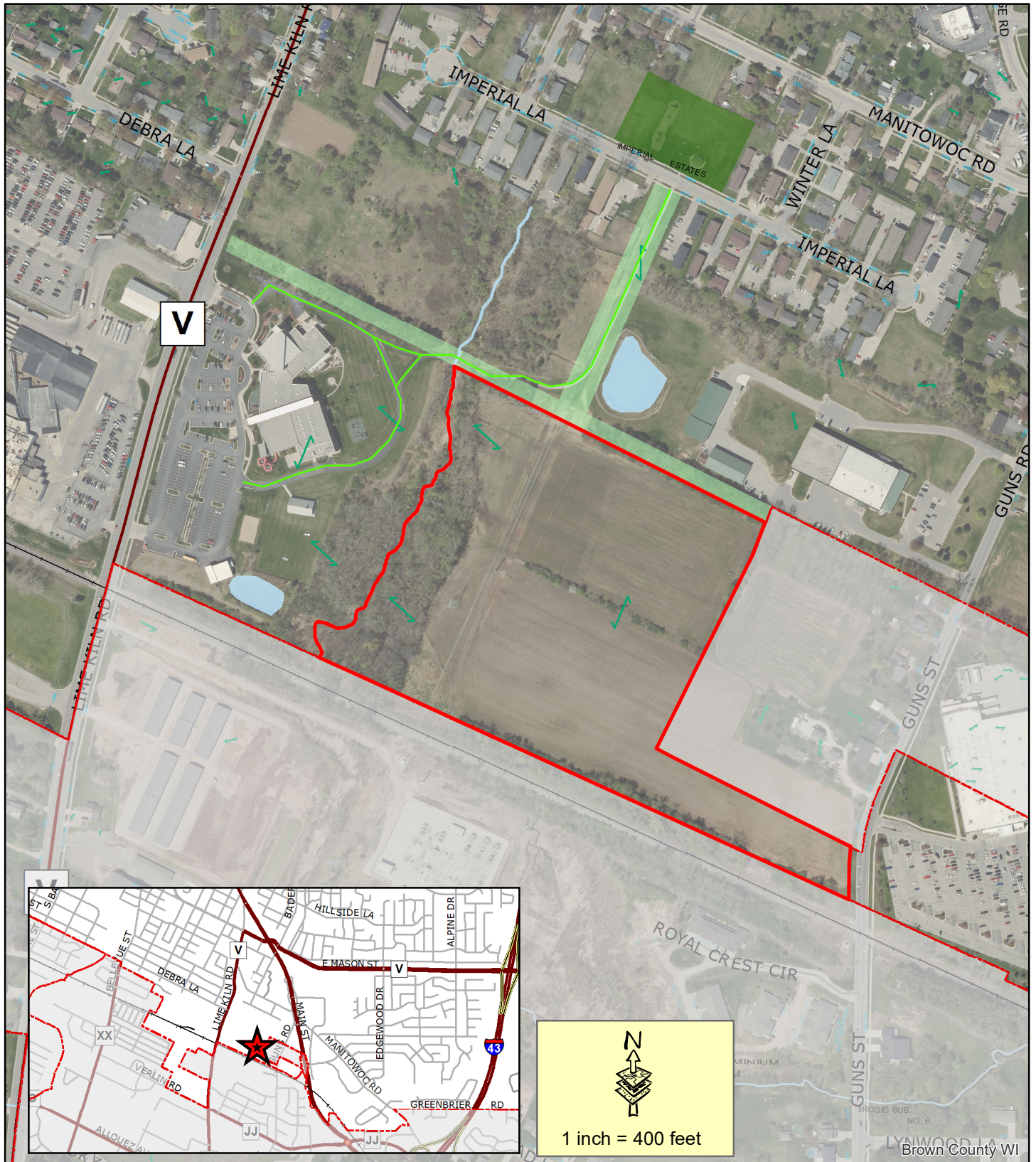
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

dam

Attachments – Certified Survey Map



Subject Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DM.

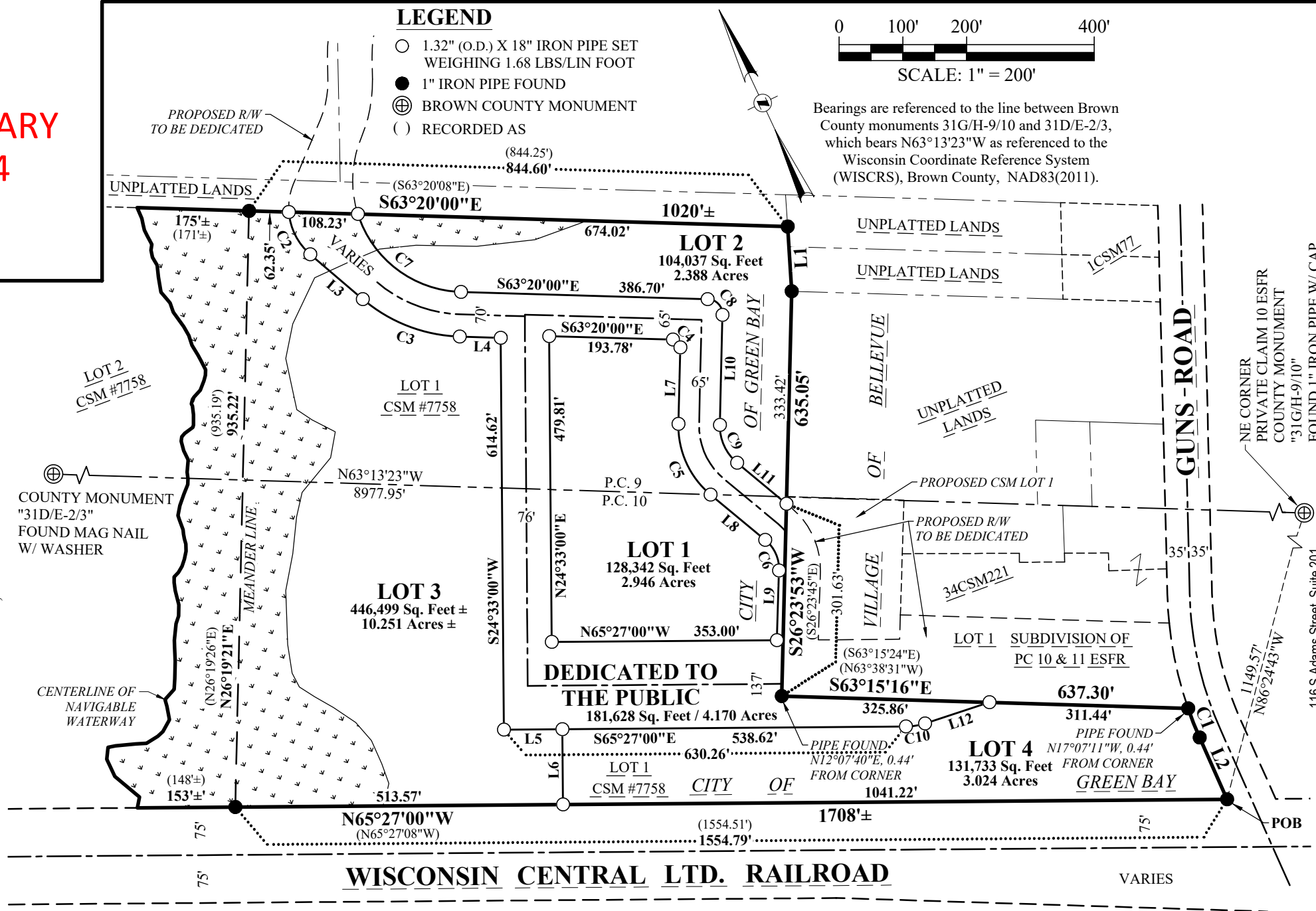
Land Division Petition (CSM 24-07) 0 Lime Kiln Road Parcel 23-243-1



PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



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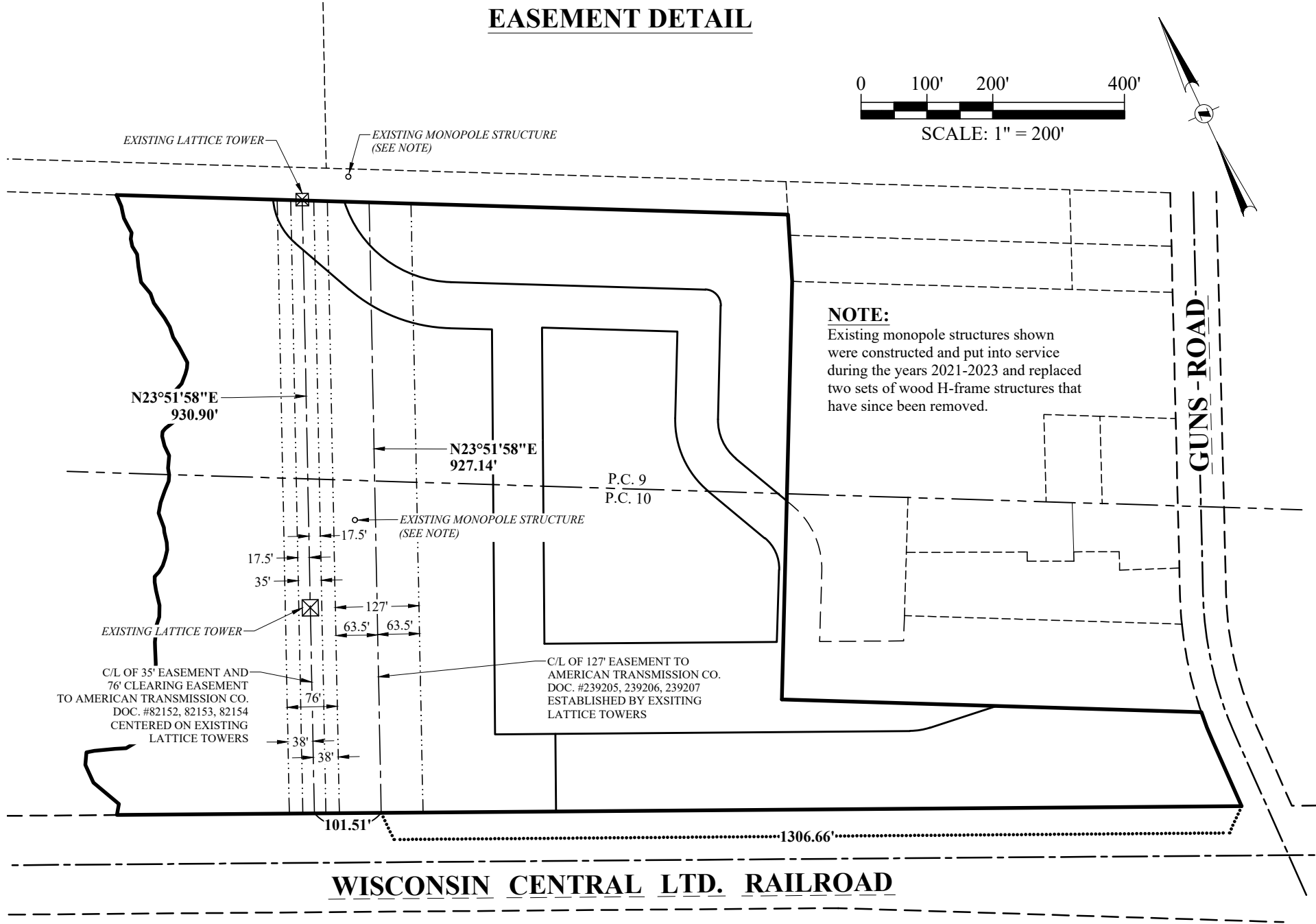
Project No: 2022-0399
Drawn By: TMC
Sheet No: 1 of 6



PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



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GRAEF

Project No: 2022-0399
Drawn By: TMC
Sheet No: 2 of 6

CERTIFIED SURVEY MAP

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FREE

Project No: 2022-0399
 Drawn By: TMC
 Sheet No: 3 of 6

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°26'20"W	101.61'
L2	S01°02'03"W	105.94'
L3	S24°26'52"E	108.30'
L4	S63°20'00"E	64.33'
L5	S65°27'00"E	91.64'
L6	N24°33'00"E	118.00'
L7	S26°21'53"W	119.86'
L8	S25°16'37"E	111.14'
L9	S26°44'53"W	109.31'
L10	S26°21'53"W	172.58'
L11	S25°16'37"E	100.55'
L12	S83°06'23"E	106.24'

CURVE TABLE

CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	DELTA	TAN. IN	TAN. OUT
C1	588.04'	49.16'	S03°25'44"W	49.14'	4°47'22"	S05°49'25"W	S01°02'03"W
C2	96.50'	76.18'	S01°50'01"E	74.21'	45°13'43"	S20°46'51"W	S24°26'52"E
C3	245.00'	166.28'	S43°53'26"E	163.10'	38°53'07"	S24°26'52"E	S63°20'00"E
C4	12.00'	18.79'	S18°29'03"E	16.93'	89°41'53"	S63°20'00"E	S26°21'53"W
C5	140.00'	126.18'	S00°32'38"W	121.96'	51°38'30"	S26°21'53"W	S25°16'37"E
C6	60.00'	54.48'	S00°44'08"W	52.63'	52°01'30"	S25°16'37"E	S26°44'53"W
C7	175.00'	216.30'	S27°55'27"E	202.79'	70°49'04"	S07°29'05"W	S63°20'00"E
C8	24.00'	37.57'	S18°29'03"E	33.85'	89°41'53"	S63°20'00"E	S26°21'53"W
C9	75.00'	67.60'	S00°32'38"W	65.33'	51°38'30"	S26°21'53"W	S25°16'37"E
C10	99.50'	30.66'	S74°16'41"E	30.54'	17°39'23"	S65°27'00"E	S83°06'23"E

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Troy M. Collins, Professional Land Surveyor, do hereby certify that I have surveyed, divided, mapped, and dedicated all of Lot 1 of Volume 53 Certified Survey Maps, Page 221, Map No. 7758, recorded as Document No. 2350722, and part of Lot 1 of the Subdivision of Private Claims 10 and 11, East Side Fox River, located in the City of Green Bay and the Village Bellevue, Brown County, Wisconsin, fully described as follows:

Commencing at Brown County Certified Land Corner 31G/H-9/10, being the Northeast corner of Private Claim 10, East Side Fox River; Thence N86°24'43"W, 1149.57 feet to a point on the Westerly right-of-way line of Guns Road, being the Southernmost corner of Lot 1 of Certified Survey Map No. 7758 and the Point of Beginning; Thence N65°27'00"W, 1554.79 feet along the Southerly line of said Lot 1 to a meander line; Thence N26°19'21"E, 935.22 feet along said meander line to the Northerly line of said Lot 1; Thence S63°20'00"E, 844.60 feet along said Northerly line to the Northeasterly corner of said Lot 1; Thence S21°26'20"W, 101.61 feet along the Easterly line of said Lot 1; Thence S26°23'53"W, 635.05 feet along said Easterly line; Thence S63°15'16"E, 637.30 feet along said Easterly line to said Westerly right-of-way line; Thence 49.16 feet Southerly along said Westerly right-of-way line, being the arc of a 588.04 foot radius curve to the left whose long chord bears S03°25'44"W, 49.14 feet; Thence S01°02'03"W, 105.94 feet along said Westerly right-of-way line to the point of beginning.

Parcel contains 992,239 Sq. Feet (22.779 Acres), more or less, and is intended to include all lands lying between the meander line and the centerline of a navigable waterway, being the Westerly line of said Lot 1, and is subject to all easements and restrictions of record.

That such plat is a correct representation of all exterior boundaries of the lands surveyed and the division thereof made; That I have made such survey, land division, and plat by the direction of the Redevelopment Authority of the City of Green Bay; That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin State Statutes, and the land division ordinances of the City of Green Bay in surveying, dividing, and mapping the same.

Troy M. Collins
Professional Land Survey S-2995

Dated

SURVEYOR'S NOTES:

This Certified Survey Map is contained wholly within the following:

Tax Parcel No:	Owner:	Recorded Document:
23-243-1	Redevelopment Authority of the City of Green Bay	2979230

Title search completed on Parcel 23-243-1 by Lighthouse Title, Inc., File No. WGB23-10314358.

RESTRICTIVE COVENANTS:

- Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- The land on all side and rear lot lines shall be graded by the subdivider and maintained by the property owner to provide for adequate drainage of surface water.



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Project No: 2022-0399
Drawn By: TMC
Sheet No: 5 of 6

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the lands described on this Certified Survey Map to be surveyed, divided, dedicated and mapped as represented hereon. I also certify that this Certified Survey Map is required to be submitted to the following for approval or objection: City of Green Bay and Brown County.

Gary J. Delveaux
Chair, Redevelopment Authority of the City of Green Bay

Dated

State of Wisconsin)
County of Brown) ss

Personally, came before me this _____ day of _____, 2024, the above named Gary J. Delveaux, to me known to be the person who executed the foregoing instrument and hereby acknowledge the same.

_____, Notary Public, _____, County, Wisconsin.

My commission expires _____.

CITY OF GREEN BAY CLERK CERTIFICATE OF APPROVAL:

As duly appointed clerk for the City of Green Bay, I hereby certify that the records in our office show no unredeemed taxes and no unpaid special assessments affecting any of the lands included on this Certified Survey Map as of the date listed below:

Celestine Jeffreys
City Clerk

Dated

CITY OF GREEN BAY PLAN COMMISSION CERTIFICATE OF APPROVAL:

This Certified Survey Map here in the City of Green Bay is hereby approved by the City of Green Bay Plan Commission. I hereby certify that the foregoing instrument is in conformity with the action of the city of green bay plan commission.

Cheryl Renier-Wigg
Community and Economic Development Director

Dated



PLANNING ORDINANCE NO. 01-24

**AN ORDINANCE
APPROVING A FOUR-LOT CERTIFIED SURVEY MAP
AT 0 LIME KILN ROAD
(CSM 24-07)**

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

SECTION 1. Pursuant to Section 34-2, GBMC, and the recommendation of the Plan Commission on March 15, 2024, a Certified Survey Map is hereby approved for the following described property located at 0 Lime Kiln Road as depicted in the map attached hereto as Exhibit A and made a part of this ordinance as though fully set forth herein.

All of Lot 1 of Volume 53 of Certified Survey Maps Page 221, Map No. 7758, Recorded as Document No. 2350722, Being Part of Private Claims 9 and 10, East Side Fox River, City of Green Bay, Brown County, Wisconsin. (Parcel No. 23-243-1)

Said approval is subject to the following conditions:

1. The Certified Survey Map must comply with all land division review comments prior to being recorded.
2. Compliance with all regulations of the Green Bay Municipal Code.

SECTION 2. Approval of said Certified Survey Map is deemed an amendment to the Official Map of the City of Green Bay in accordance with Wis. Stats. § 62.23(6)(d), as it includes the location of new planned streets. Pursuant to Section 34-2, GBMC, and the recommendation of the Plan Commission on March 15, 2024, and following the public hearing held on said amendment on April 16, 2024, the Official Map of the City of Green Bay is hereby amended as depicted in the map attached as Exhibit A.

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

SECTION 4. This ordinance shall not take effect until after a public hearing is held on April 16, 2024, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

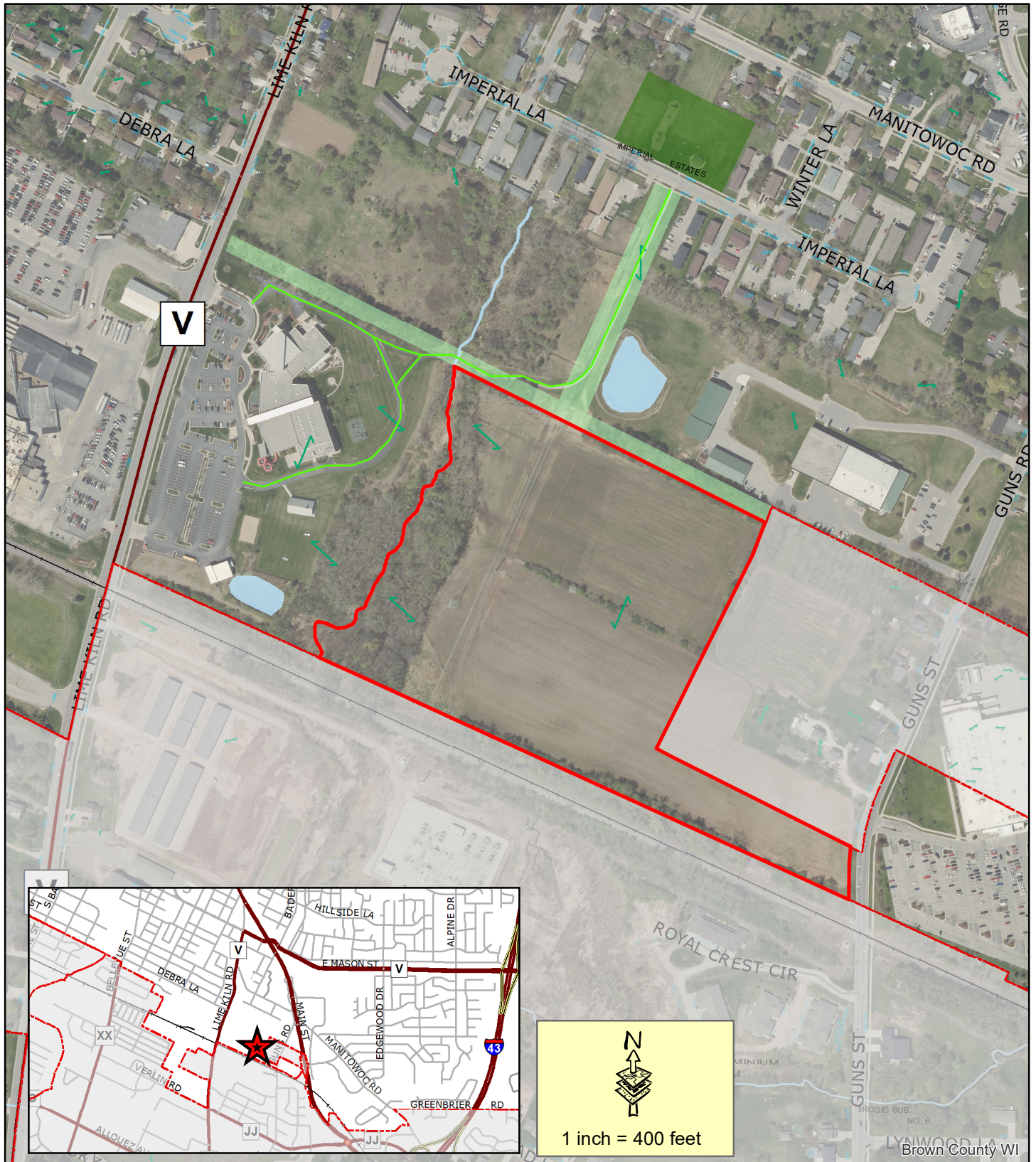
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

dam

Attachments – Certified Survey Map



Subject Area

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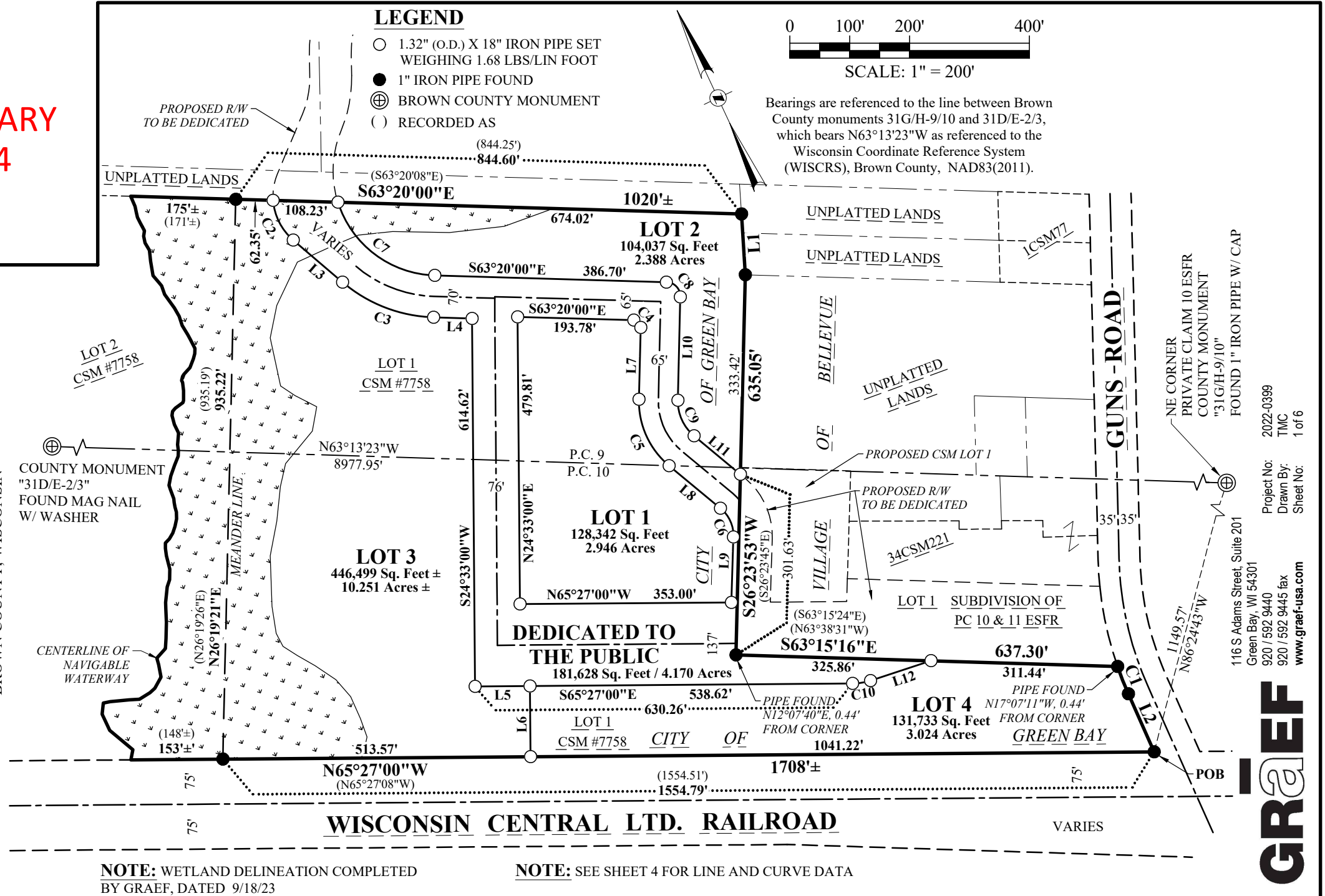
Land Division Petition (CSM 24-07) 0 Lime Kiln Road Parcel 23-243-1



PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

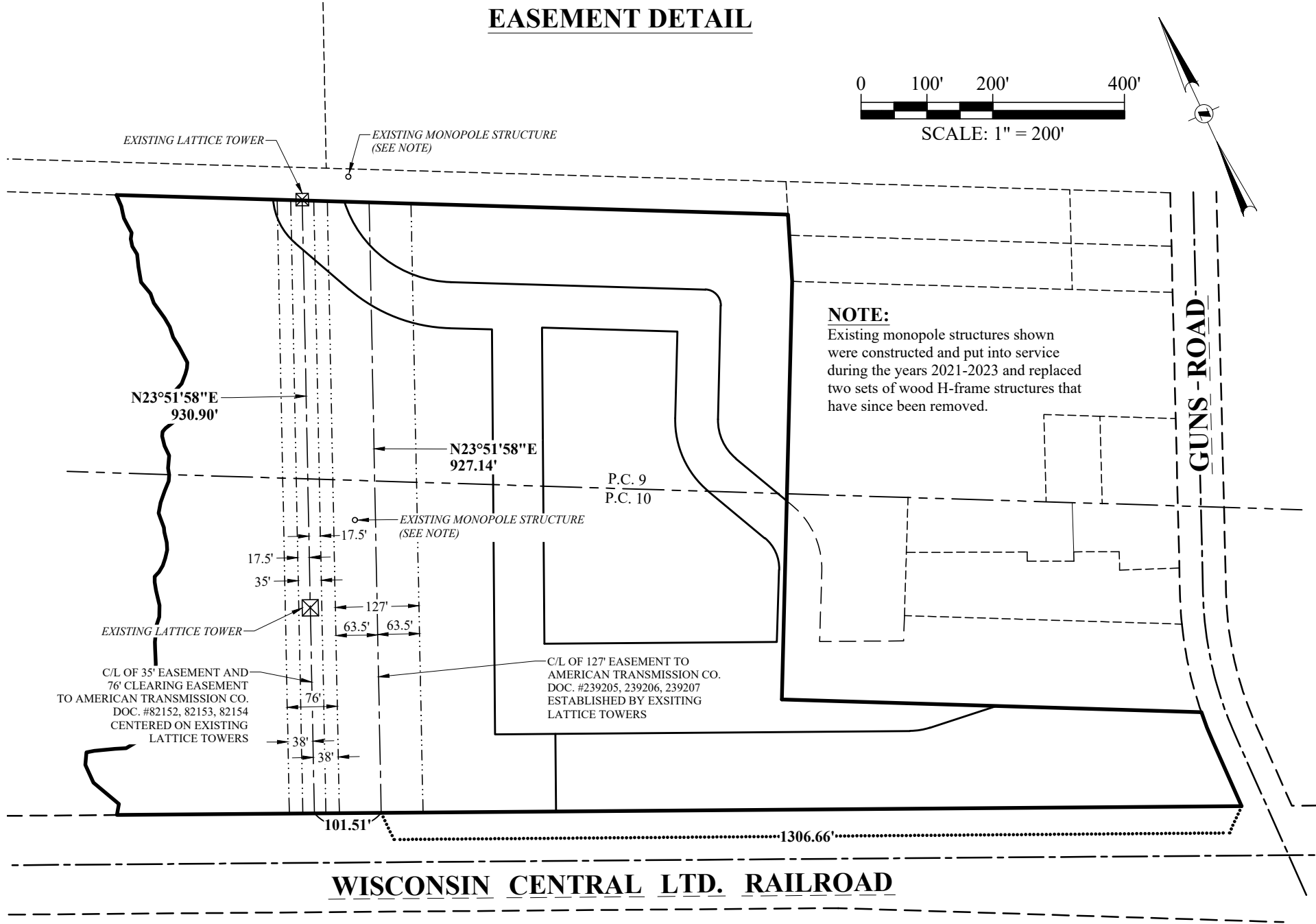
ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758, RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10, EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

GRAEF

Project No: 2022-0399
Drawn By: TMC
Sheet No: 2 of 6

CERTIFIED SURVEY MAP

[illegible]

GRAFF

Project No: 2022-0399
 Drawn By: TMC
 Sheet No: 3 of 6

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

LINE TABLE		
LINE	BEARING	LENGTH
L1	S21°26'20"W	101.61'
L2	S01°02'03"W	105.94'
L3	S24°26'52"E	108.30'
L4	S63°20'00"E	64.33'
L5	S65°27'00"E	91.64'
L6	N24°33'00"E	118.00'
L7	S26°21'53"W	119.86'
L8	S25°16'37"E	111.14'
L9	S26°44'53"W	109.31'
L10	S26°21'53"W	172.58'
L11	S25°16'37"E	100.55'
L12	S83°06'23"E	106.24'

CURVE TABLE

CURVE #	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH	DELTA	TAN. IN	TAN. OUT
C1	588.04'	49.16'	S03°25'44"W	49.14'	4°47'22"	S05°49'25"W	S01°02'03"W
C2	96.50'	76.18'	S01°50'01"E	74.21'	45°13'43"	S20°46'51"W	S24°26'52"E
C3	245.00'	166.28'	S43°53'26"E	163.10'	38°53'07"	S24°26'52"E	S63°20'00"E
C4	12.00'	18.79'	S18°29'03"E	16.93'	89°41'53"	S63°20'00"E	S26°21'53"W
C5	140.00'	126.18'	S00°32'38"W	121.96'	51°38'30"	S26°21'53"W	S25°16'37"E
C6	60.00'	54.48'	S00°44'08"W	52.63'	52°01'30"	S25°16'37"E	S26°44'53"W
C7	175.00'	216.30'	S27°55'27"E	202.79'	70°49'04"	S07°29'05"W	S63°20'00"E
C8	24.00'	37.57'	S18°29'03"E	33.85'	89°41'53"	S63°20'00"E	S26°21'53"W
C9	75.00'	67.60'	S00°32'38"W	65.33'	51°38'30"	S26°21'53"W	S25°16'37"E
C10	99.50'	30.66'	S74°16'41"E	30.54'	17°39'23"	S65°27'00"E	S83°06'23"E

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, Troy M. Collins, Professional Land Surveyor, do hereby certify that I have surveyed, divided, mapped, and dedicated all of Lot 1 of Volume 53 Certified Survey Maps, Page 221, Map No. 7758, recorded as Document No. 2350722, and part of Lot 1 of the Subdivision of Private Claims 10 and 11, East Side Fox River, located in the City of Green Bay and the Village Bellevue, Brown County, Wisconsin, fully described as follows:

Commencing at Brown County Certified Land Corner 31G/H-9/10, being the Northeast corner of Private Claim 10, East Side Fox River; Thence N86°24'43"W, 1149.57 feet to a point on the Westerly right-of-way line of Guns Road, being the Southernmost corner of Lot 1 of Certified Survey Map No. 7758 and the Point of Beginning; Thence N65°27'00"W, 1554.79 feet along the Southerly line of said Lot 1 to a meander line; Thence N26°19'21"E, 935.22 feet along said meander line to the Northerly line of said Lot 1; Thence S63°20'00"E, 844.60 feet along said Northerly line to the Northeasterly corner of said Lot 1; Thence S21°26'20"W, 101.61 feet along the Easterly line of said Lot 1; Thence S26°23'53"W, 635.05 feet along said Easterly line; Thence S63°15'16"E, 637.30 feet along said Easterly line to said Westerly right-of-way line; Thence 49.16 feet Southerly along said Westerly right-of-way line, being the arc of a 588.04 foot radius curve to the left whose long chord bears S03°25'44"W, 49.14 feet; Thence S01°02'03"W, 105.94 feet along said Westerly right-of-way line to the point of beginning.

Parcel contains 992,239 Sq. Feet (22.779 Acres), more or less, and is intended to include all lands lying between the meander line and the centerline of a navigable waterway, being the Westerly line of said Lot 1, and is subject to all easements and restrictions of record.

That such plat is a correct representation of all exterior boundaries of the lands surveyed and the division thereof made; That I have made such survey, land division, and plat by the direction of the Redevelopment Authority of the City of Green Bay; That I have fully complied with the provisions of Chapter 236, section 236.34 of the Wisconsin State Statutes, and the land division ordinances of the City of Green Bay in surveying, dividing, and mapping the same.

Troy M. Collins
Professional Land Survey S-2995

Dated

SURVEYOR'S NOTES:

This Certified Survey Map is contained wholly within the following:

Tax Parcel No:	Owner:	Recorded Document:
23-243-1	Redevelopment Authority of the City of Green Bay	2979230

Title search completed on Parcel 23-243-1 by Lighthouse Title, Inc., File No. WGB23-10314358.

RESTRICTIVE COVENANTS:

- Each lot owner shall grade the property abutting a street to conform to the adopted sidewalk grade elevation and maintain said elevation for future sidewalks.
- The land on all side and rear lot lines shall be graded by the subdivider and maintained by the property owner to provide for adequate drainage of surface water.



116 S Adams Street, Suite 201
Green Bay, WI 54301
920 / 592 9440
920 / 592 9445 fax
www.graef-usa.com

Project No: 2022-0399
Drawn By: TMC
Sheet No: 5 of 6

PRELIMINARY
2-27-24

CERTIFIED SURVEY MAP

ALL OF LOT 1 OF VOLUME 53 OF CERTIFIED SURVEY MAPS PAGE 221, MAP NO. 7758,
RECORDED AS DOCUMENT NO. 2350722, BEING PART OF PRIVATE CLAIMS 9 AND 10,
EAST SIDE FOX RIVER, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

OWNER'S CERTIFICATE:

As owner, I hereby certify that I have caused the lands described on this Certified Survey Map to be surveyed, divided, dedicated and mapped as represented hereon. I also certify that this Certified Survey Map is required to be submitted to the following for approval or objection: City of Green Bay and Brown County.

Gary J. Delveaux
Chair, Redevelopment Authority of the City of Green Bay

Dated

State of Wisconsin)
County of Brown) ss

Personally, came before me this _____ day of _____, 2024, the above named Gary J. Delveaux, to me known to be the person who executed the foregoing instrument and hereby acknowledge the same.

_____, Notary Public, _____, County, Wisconsin.

My commission expires _____.

CITY OF GREEN BAY CLERK CERTIFICATE OF APPROVAL:

As duly appointed clerk for the City of Green Bay, I hereby certify that the records in our office show no unredeemed taxes and no unpaid special assessments affecting any of the lands included on this Certified Survey Map as of the date listed below:

Celestine Jeffreys
City Clerk

Dated

CITY OF GREEN BAY PLAN COMMISSION CERTIFICATE OF APPROVAL:

This Certified Survey Map here in the City of Green Bay is hereby approved by the City of Green Bay Plan Commission. I hereby certify that the foregoing instrument is in conformity with the action of the city of green bay plan commission.

Cheryl Renier-Wigg
Community and Economic Development Director

Dated





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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # N.2

General Ordinance No. 8-24

An ordinance amending GBMC 2-324(h), Green Bay Municipal Code, relating to solicitation of funds.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 08-24 Relating to Solicitation of Funds

GENERAL ORDINANCE NO. 08-24

AN ORDINANCE
AMENDING SECTION 2-324(H),
GREEN BAY MUNICIPAL CODE,
RELATING TO SOLICITATION OF FUNDS

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

SECTION 1. Section 2-324(h), Green Bay Municipal Code, is hereby amended to read:

(h) *Solicitation of funds.*

(1) **Unless exempt under,** no covered person shall solicit private donations or funds for any City-related purpose unless authorized to do so in their official capacity by ordinance, resolution, or rule of the City. Any covered person who receives funds for any City-related purpose shall file a report of the receipt and expenditure of such funds with the City Clerk within 30 days thereof. Nothing contained herein shall limit the statutory powers and authority of any public official, nor shall the provisions of this subsection prohibit the private solicitation of funds by any person or public official for any charitable, campaign, or other private purpose.

(2) **City employees may solicit private donations if all the following apply:**

- a. **The funds are to be used for a City project, event, or conference to be held within the City.**
- b. **The Department Director has approved the City employee to solicit.**

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this ____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

03/19/2024



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # O.I

To approve the request by HR Green Bay Owner, LLC, for Consent to Assignment, Second Amendment, and Estoppel Certificate, Management Agreement for the Green Bay Convention Center and Conference Center.

BACKGROUND

The Hyatt contacted staff to inquire about a request for an assignment of the management agreement they hold with the City and RDA for the operation of the Convention Center, due to a sale of the Hyatt. The current owner has entered into a purchase and sale agreement with 333 Main, LLC, for the hotel. This Agreement transfers Operator responsibilities for the Convention Center to the new owner of the hotel. Since this agreement dated back to 1999, staff took the opportunity to propose amending several provisions of the agreement including the addition of a one-time payment of \$100,000, (\$25,000 will be used for marketing the Convention Center) and an increase in the guaranteed annual revenue payment to \$325,000 from \$271,273. This amendment includes an extension to 2030. It was also agreed that we would complete a capital improvements list to get a better understanding of what improvements will be needed, along with timelines for completion and estimated costs of the improvements.

All parties have agreed to these changes and staff is recommending approval of the documents. Final approval will be needed by City Council.

RECOMMENDATION

To approve the request by HR Green Bay Owner, LLC, for Consent to Assignment, Second Amendment, and Estoppel Certificate, Management Agreement for the Green Bay Convention Center and Conference Center.

FISCAL IMPACT**ATTACHMENTS**

- I. Second Amendment to CCMA 4.4.2024

Consent to Assignment, Second Amendment and
Estoppel Certificate
Management Agreement for the Green Bay Convention Center and Conference Center

This Consent to Assignment, Second Amendment, and Estoppel Certificate (the “Second Amendment”) is made as of _____, 2024, by and between the City of Green Bay, Wisconsin, a municipal corporation (“Lessee”) and HR Green Bay Owner, LLC, a Delaware limited liability company, as successor-in-interest to Hyatt Corporation, a Delaware corporation, as authorized agent of Hyatt Equities, L.L.C., a Delaware limited liability company, d/b/a Hyatt Regency Green Bay (f/k/a Hyatt on Main, Green Bay) (the “Operator”), successor to Regency Suites, and with the approval of the Redevelopment Authority of the City of Green Bay, Wisconsin, a municipal corporation (the “Authority”), (collectively the “Parties”).

The Parties entered into a certain Management Agreement for the Green Bay Convention Center and Conference Center, dated as of July 1, 1999, as modified by that certain Letter, dated February 28, 2007 regarding assignment from Regency Suites to Green Bay Hotel Associates LLC, and as amended by that certain First Amendment to Management Agreement, dated as of July 8, 2015 (collectively and together with any amendments and assignments, the (“Agreement”), with respect to the management of the Center (as defined in the Agreement). All capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Agreement.

Operator and Scarlett Real Estate Holdings, LLC, a Tennessee limited liability company (“Contract Buyer”) have entered into that certain Purchase and Sale Agreement dated as of December 27, 2023, as assigned by Contract Buyer to 333 Main, LLC, a Delaware limited liability company (“New Owner”), an affiliate of Contract Buyer, whereby Operator desires to sell to New Owner certain property located at 333 Main Street, Green Bay, WI 54301, commonly known and operated as the Hyatt Regency Green Bay (the “Hotel”). In connection with such transfer, Operator desires to assign all of its rights and obligations under the Agreement to New Owner by entering into an assignment and assumption agreement with New Owner in the form of Exhibit A hereto (the “Assignment”).

1. Consent to Assignment

Pursuant to Section 12.1 of the Agreement, Lessee’s consent is required for any assignment made by the “Operator” thereunder. The Lessee hereby consents to Assignment in executing this Second Amendment. Such signature to evidence: (i) acknowledgement of the Assignment and that the Assignment will not constitute a breach of the Agreement; (ii) Lessee’s consent to and approval of the Assignment effective as of New Owner’s acquisition of the Hotel; (iii) Lessee’s acknowledgement that the Agreement will remain in full force and effect, in accordance with its terms, following the Assignment; and (iv) Operator is hereby released and discharged of any duty or responsibility under the Agreement following the Assignment.

2. Amendments

- A. Definitions. Section 1.1 of the Agreement shall be amended to reflect the following definitions:

Consumer Price Index shall mean the Consumer Price Index for All Urban Consumers 1982-1984=100, published by the U.S. Bureau of Labor Statistics, or any revisions or replacement thereto subsequently published with any necessary adjustments.

Operator shall mean 333 Main, LLC, a Delaware Limited Liability Company.

Consent to Assignment, Second Amendment and
Estoppel Certificate
Management Agreement for the Green Bay Convention Center and Conference Center

Operator's Predecessor-in-interest shall mean HR Green Bay Owner, LLC, a Delaware limited liability company, as successor-in-interest to Hyatt Corporation, a Delaware corporation, as authorized agent of Hyatt Equities, L.L.C., a Delaware limited liability company, d/b/a Hyatt Regency Green Bay (f/k/a Hyatt on Main, Green Bay).

- B. Term. The term of the Agreement shall be extended to July 8, 2030 ("Extended Operating Term") and the three (3) renewal options referenced in Section 3.1 of the Agreement upon the mutual agreement of the parties shall remain following the Extended Operating Term. Notice of nonrenewal shall be delivered to other party no later than the day that is one hundred twenty (120) days prior to the end of the Extended Operating Term, or any renewal term thereafter. The Extended Operating Term and subsequent renewal terms may be referred to in the Agreement as the "Operating Term."
- C. Gross Revenue to Lessee. The amount specified in Sections 5.1 and 5.2 of the Agreement, referred to as the guaranteed revenue to the Lessee shall be amended to \$325,000, effective January 1, 2024.
- D. Consumer Price Index Increase. Section 5.4 of the Agreement shall be deleted in its entirety and replaced with the following:
- "The amount of the distribution under Section 5.1 of the Agreement shall be adjusted by the cumulative Consumer Price Index percentage every five (5) years. The Consumer Price Index calculation shall restart in 2024 as year one (1). The cumulative Consumer Price Index percentage increase will be from January 1, 2024 through December 31, 2028. The next Consumer Price Index percentage increase shall be applied for 2029. The Lessee shall provide to the Operator the guaranteed gross revenue adjusted for CPI to the Operator by January 15, 2029."
- E. Name. Section 2.4 of the Agreement shall be deleted in its entirety and replaced with the following:
- "During the Operating Term, the Center shall at all times be known and designated as the "Green Bay Convention Center," or by such other name as determined at the sole discretion of the Lessee. The Lessee shall provide notice to the Operator of any public bidding process for naming rights. For the avoidance of doubt, the Lessee shall be responsible for all costs of demarcation, including installation and removal of signage, in connection with renaming the Center."
- F. One-Time Payment. A new Section 5.5 of the Agreement shall be created to read as follows:
- "The Operator shall deliver to the Lessee a one-time payment of \$100,000, within ten (10) business days of the effective date of that certain Assignment and Assumption of Management Agreement by and between Operator and Operator's Predecessor-in-interest. Upon delivery by Operator, and Approval by Lessee, of Operator's Marketing Plan for the Center, the Lessee shall reimburse Operator up to \$25,000 for costs incurred to implement the Marketing Plan, pursuant to Section 4.4 of the Agreement."

Consent to Assignment, Second Amendment and
Estoppel Certificate
Management Agreement for the Green Bay Convention Center and Conference Center

- G. Capital Improvements and Repairs. Section 6.3 of the Agreement shall be deleted in its entirety and replaced with the following:

“The Operator shall be responsible for the first \$10,000 of all capital improvements, replacements, and repairs, or the total cost of any replacements or repairs resulting from Operator neglect or a lack of required repair or maintenance. The Lessee shall be responsible for the remaining costs of all capital improvements, replacements, and repairs. The Lessee will obtain a building condition report in 2024 at Lessee’s sole cost, to assist with the development of a Capital Improvement Plan. The Lessee, with consultation from the Operator, shall determine capital expenditures for such improvements, replacements, and repair. The Operator’s list of anticipated capital expenditures shall be submitted to the Lessee with annual Operating Projection required under Section 4.1. The Capital Improvement Plan will be reviewed and updated annually by the Lessee following receipt of the Operator’s list of anticipated capital expenditures. The Operator shall be responsible for the first \$10,000 for each capital improvement as identified in the Capital Improvement Plan. The Operator shall obtain the prior written approval of the Lessee prior to commencing any capital improvement, replacement, or repair more than \$10,000. Capital expenditures by the Lessee may be limited to revenues received under Article V, and the Lessee’s ability to procure additional funding, if possible.

- H. Minor Structural Repairs and Improvements. Section 6.4 of the Agreement shall be amended by deleting the second sentence.
- I. Section 6.5 of the Agreement shall be deleted in its entirety.
- J. Notices. From and after the effective date of the Assignment, all notices under the Agreement to be sent to the “Operator” or the related party thereunder shall be sent to the addresses below. The parties will provide the Lessee with notice of the effective date of the Assignment:

c/o Scarlett Hotel Group, LLC
807 Waukegan Road
Deerfield, Illinois 60015
Attn: Zio Pekovic
Email: zio.pekovic@scarletthotelgroup.com

with a copy to:

Dentons US LLP
233 South Wacker Drive
Suite 5900
Chicago, Illinois 60606-6361
Attn: Adam Docks
Email: adam.docks@dentons.com

And to:

Ruder Ware, L.L.S.C.
130 N Adams Street

Consent to Assignment, Second Amendment and
Estoppel Certificate
Management Agreement for the Green Bay Convention Center and Conference Center

Green Bay, WI 54301
Attn: Christopher J. Pahl
Email: cpahl@ruderware.com

If to Lessee:

City of Green Bay
Attn: Community and Economic Development Director
City Hall
100 N. Jefferson
Green Bay, WI 54301
cheryl.renier-wigg@greenbay.wi.gov

City of Green Bay
Attn: Deputy City Attorney
City Hall
100 N. Jefferson
Green Bay, WI 54301
lacey.cochart@greenbay.wi.gov

3. Estoppel

Pursuant to Section 12.1 of the Agreement, Operator hereby requests the Lessee certify and acknowledge that:

- A. As of the date this letter is signed, (i) the Agreement is currently in full force and effect; (ii) the Agreement has not been amended, supplemented and/or otherwise modified, either orally or in writing, except as set forth in this Letter; and (iii) to the undersigned's knowledge, neither the Lessee, nor the Operator are in default in the performance of any of their obligations under the Agreement and there are no violations by the Lessee or the Operator thereunder.
- B. The person signing this Letter is duly authorized to sign and deliver it on behalf of the Lessee, and no other signatures or approvals are required or necessary in connection with the execution and validity of this Letter.
- C. This Letter shall have the effect of estopping the Lessee from making any assertions contrary to the contents hereof.
- D. This Letter shall inure to the benefit of Contract Buyer, New Owner and each of their respective successors and assigns, together with their respective lenders, title insurers, mortgagees, and each of their successors and assigns, and shall be binding upon the Lessee and its successors and assigns.

Signature page follows.

Consent to Assignment, Second Amendment and
Estoppel Certificate
Management Agreement for the Green Bay Convention Center and Conference Center

For the Redevelopment Authority of the City of Green Bay:

By: _____ Date: _____
Gary J. Delveaux, Chair

Attest: _____ Date: _____
Cheryl Renier-Wigg,
Executive Director

For the Lessee, City of Green Bay:

By: _____ Date: _____
Eric Genrich, Mayor

By: _____ Date: _____
Celestine Jeffreys, Clerk

Consent to Assignment, Second Amendment and
Estoppel Certificate
Management Agreement for the Green Bay Convention Center and Conference Center

EXHIBIT A

Form Assignment and Assumption Agreement

[to be added]

Exhibit A to the Consent to Assignment, Second Amendment and
Estoppel Certificate



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.1

To approve the request by Morgan Fick, 1460 Ninth Street, to rescind Invoice #183680 in the amount of \$39.00 for improper tipper cart storage on March 12, 2024, at 1460 Ninth Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Appeal - 1460 Ninth St-Morgan Fick

From: [Chris Pirlot](#)
To: [Michelle Wolter](#)
Cc: [James Brunette](#); [Steven Grenier](#)
Subject: I&S Committee agenda item
Date: Friday, March 29, 2024 8:01:05 AM

Please add the following item to the next I&S agenda: "Discussion and possible action on an appeal from Morgan Fick regarding an improper tipper cart storage invoice at 1460 Ninth Street"

Christopher J. Pirlot, P.E.
Operations Director/Parking Manager
City of Green Bay
Department of Public Works
920.492.3736 office
920.680.6166 cellular
greenbaywi.gov

From: Chris Wery <chriswery@att.net>
Sent: Friday, March 29, 2024 7:34 AM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Chris Pirlot <Chris.Pirlot@greenbaywi.gov>
Subject: Fw: Appealing an Improper Cart Storage Invoice? 1460 9th

Can you start the appeal process for Morgan?

Alderman Chris Wery
920-490-9282
chriswery@att.net

From: Morgan Fick <mfick14@gmail.com>
Sent: Monday, March 25, 2024 6:45 PM
To: District Eight <District.8@greenbaywi.gov>
Subject: Appealing an Improper Cart Storage Invoice?

Hello there,

My name is Morgan Fick and I own a home located at 1460 9th Street. On 3/15/24 I received an invoice in the mail stating we have been improperly storing our garbage cans. We have been storing our garbage cans on the side of the house behind some bushes for the past 3 and a half years that we have lived here. I was unaware that we were violating an ordinance with this location, as we have never received a warning. We have now since moved them into the garage. I was wondering how the appeal process works, as I read on the back of my letter that an appeal must be filed within 30 days. Hoping you can help.

Thank you for your time,
Morgan Fick



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
03/15/2024	183680
Customer Number	
66613	
Invoice Total Due	
\$39.00	
Customer PO	Due Date
	04/14/2024

MORGAN M FICK
1460 NINTH ST
GREEN BAY, WI 54304-

FOR PARCEL 6-624 AT 1460 NINTH ST - ACTION TAKEN:
PER CITY ORDINANCE CARTS MUST BE PROPERLY
STORED 3/12/2024

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 03/15/2024

Customer Number: 66613

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
IMPROPER CART STORAGE	1.00	\$39.00	EACH	\$39.00	\$0.00	\$0.00	\$39.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:	\$39.00		

GENERAL ORDINANCE 9.02(7)(e)(9) SANITATION CART STORAGE REGULATIONS - AMOUNT MUST BE
PAID IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC
WORKS AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
IMPROPER CART STORAGE FORM

Parcel No. _____

Invoice No. _____

Invoice Date _____

FOR OFFICE USE ONLY

Driver: Nick D Truck: 1185

Date: 3-12-24 Time: 11:29 am/pm

Address: 1460 9th

Day of week moved:

Monday Tuesday Wednesday Thursday Friday

Normal collection day:

Monday Tuesday Wednesday Thursday Friday

Pictures taken: 3-4

How notified: Complaint Drive by Tag

☒ TRASH CART:

Cart Number: 1495 026816

☒ RECYCLING CART:

Cart Number: 13-015749

☒ CART LOCATION:

Set Back

☐ CART RELOCATED TO:

Approved By: _____



2024/03/12
11:30

WISCONSIN
AJX-8475
MILWAUKEE



13-015749



1495 026816

2024
11



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.2

To approve the request by Larry Erdmann, 1428 Servais Street, to rescind Invoice #183412 in the amount of \$39.00 for improper tipper cart storage on March 4, 2024, at 1428 Servais Street.

BACKGROUND

Upon complaint, staff inspected 1428 Servais Street and found tipper carts improperly stored alongside the garage, visible from the street. Staff relocated the carts and an invoice was issued.

RECOMMENDATION

As the carts were stored in an area not allowed under ordinance, staff recommends denial of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Appeal Erdmann 1428 Servais



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
03/07/2024	183412
Customer Number	
66554	
Invoice Total Due	
\$39.00	
Customer PO	Due Date
	04/06/2024

DENISE M & LARRY R ERDMANN
1428 SERVAIS ST
GREEN BAY, WI 54304-3138

FOR PARCEL 6-1576 AT 1428 SERVAIS ST - ACTION
TAKEN: PER CITY ORDINANCE CARTS MUST BE
PROPERLY STORED 3/4/2024

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

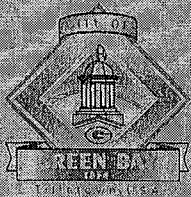
Invoice Date: 03/07/2024

Customer Number: 66554

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
IMPROPER CART STORAGE	1.00	\$39.00	EACH	\$39.00	\$0.00	\$0.00	\$39.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:	\$39.00		

GENERAL ORDINANCE 9.02(7)(e)(9) SANITATION CART STORAGE REGULATIONS - AMOUNT MUST BE
PAID IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC
WORKS AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
IMPROPER CART STORAGE FORM

Parcel No. _____

Invoice No. _____

Invoice Date _____

FOR OFFICE USE ONLY

Driver: Nick D Truck: 1185

Date: 3-4-24 Time: 9:03 am/pm

Address: 1428 Geneva St

Day of week moved:

Monday Tuesday Wednesday Thursday Friday

Normal collection day:

Monday Tuesday Wednesday Thursday Friday

Pictures taken: 9-10

How notified: Complaint Drive by Tag

Approved By: _____

☒ TRASH CART:

Cart Number: 1445 026362

☒ RECYCLING CART:

Cart Number: 11-012833

☒ CART LOCATION:

Set Back

☐ CART RELOCATED TO:



- warning



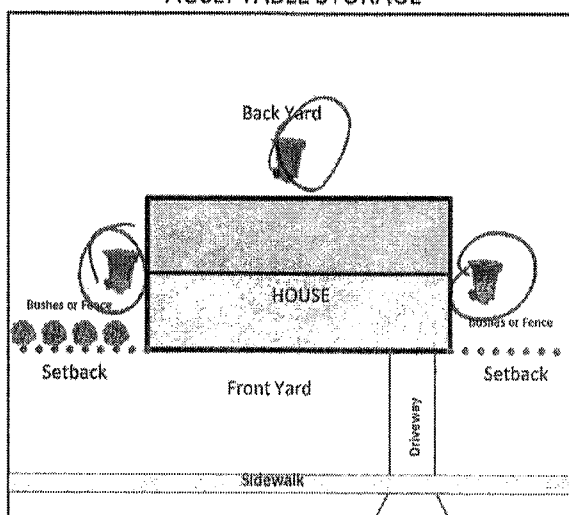
Failure to properly store your garbage or recycling cart in accordance to City Ordinance will result in the City moving your cart to an acceptable location and INVOICING the property owner.

Per City of Green Bay Ordinance 9.02(7)(e)(9) garbage and recycling tipper carts and containers shall be stored according to the following rules:

1. CANNOT be stored within 15 feet of the public street right-of-way.
2. CANNOT be stored on the street side or alongside a building UNLESS the cart is completely screened from view of an observer located at the street public right-of-way. Acceptable screening devices include bushes, fences, and other enclosures that visually block the view of tipper cart by people passing by the property.
3. CANNOT be stored near furnace, grill or other heat source.
4. CAN be stored in the backyard, garage, or another convenient and discreet location.
5. MUST be stored with the lid completely closed.
6. MAY be set out for pick up 6 hours prior to pick up time or remain out 6 hours after pick up time. Pick up time runs from 6:00 am – 3:00 pm.

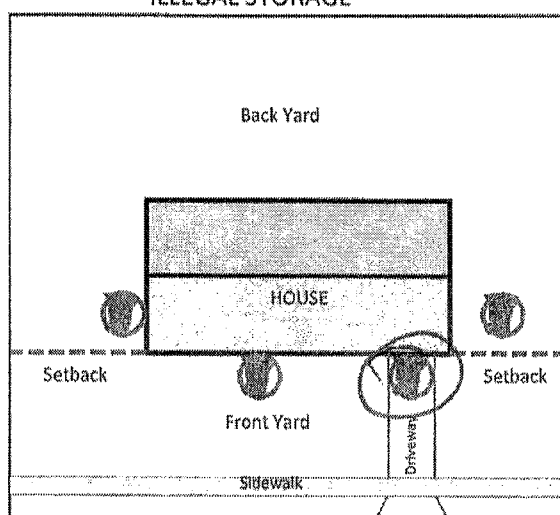
MID-BLOCK LOT

ACCEPTABLE STORAGE



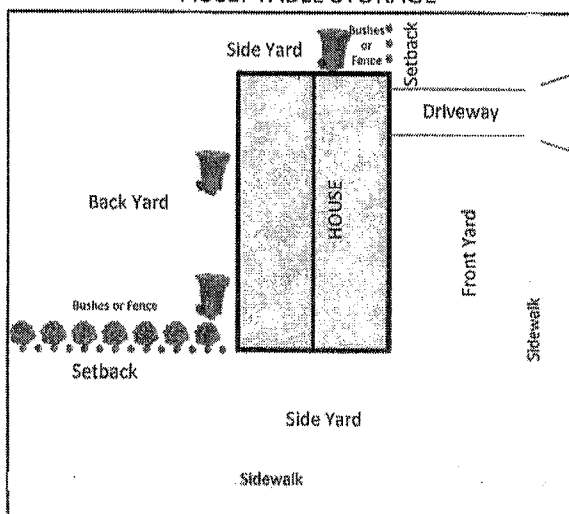
STREET

ILLEGAL STORAGE



STREET

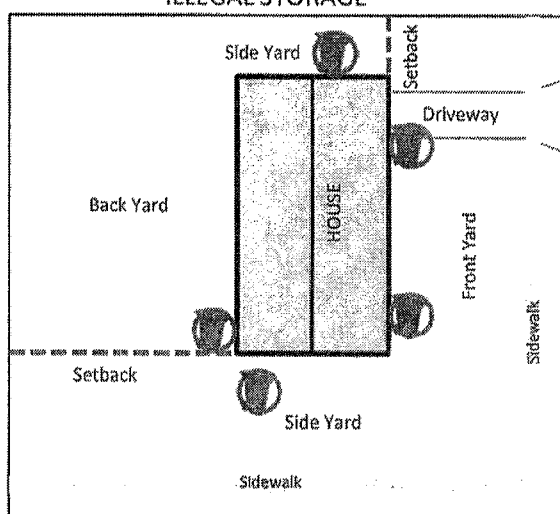
ACCEPTABLE STORAGE



STREET

CORNER LOT

ILLEGAL STORAGE



STREET

DATE: 7-25-22 ADDRESS: 1428 Servais st CONTACT MADE (circle one): YES NO

SANITATION PICK UP DAY: Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐

For more information please contact the Department of Public Works at (920) 448-3535.



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.3

To approve the request by Jay Nyman, 1555 Forest Glen Drive, to rescind Green Bay Parking Citation #69092161 for violation of the No Stopping/No Standing zone on North Washington Street.

BACKGROUND

Mr. Nyman operates an Uber service and was called to North Washington Street for a fare. While collecting his fare, Mr. Nyman stopped in a marked No Stopping or Standing (NSOS) zone and was issued a citation for violating the zone. Mr. Nyman received a similar citation on June 24, 2023 in the same vicinity.

The NSOS zones were established by ordinance at the request of the Green Bay Police Department. These NSOS zones prohibit on-street parking, providing GBPD the ability to observe activity on the sidewalk, and have been highly successful in both cutting down on crime that had been occurring on the sidewalk outside of the establishments and also providing a place for responding officers to pull in if an event happened requiring a police presence. These NSOS zones are well marked and alternate arrangements have been made on the north side of the 200 block of Cherry Street for taxi, limo, and ride-share pickup.

RECOMMENDATION

Staff recommends denial of the request.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.4

To approve the request by Department of Public Works to award the contract for hauling, disposal, and mobilization of contaminated soil to Peter's Concrete Co. as a one-year contract with an estimated total of \$70,250.00.

BACKGROUND

The City of Green Bay is seeking quotations from qualified vendors for labor and equipment to load, haul and properly dispose of stockpiled petroleum, lead, solvent, and solid waste contaminated soil to a WDNR-Approved Bioremediation and Landfill facility - GFL Hickory Meadows Landfill, LLC in Hilbert, WI, Waste Management Ridgeview Security Landfill in Whitelaw, WI or Outagamie County Landfill for contaminated soils generated during DPW's reconstruct projects. On a per call basis (intermittently) from Spring 2024 through Fall 2024 for the following seven (7) projects.

Any resulting purchase agreement, based on this RFB, shall become the contractual agreement for the required services. Each section contained herein, any addenda and the response from the successful Vendor shall also be incorporated by reference into the resulting agreement. The authorization for the contract to begin will be upon City Council approval of the award, assuming any insurance and bonding requirements have been met. Similar services may be added and pricing for these services negotiated during the term of the contract.

- Project #1: Est. 100 Tons, 3 mobilizations (Parks X-24 Leicht Memorial Park, 128 Dousman Street) – Petroleum
- Project #2: Est. 2,700 Tons, 6 mobilizations (Pavement X-24 - Howard Street, School Place, S. Oakland Avenue Reconstruction and Seymour Park West Stormwater Pond) – Solid Waste & Petroleum
- Project #3: Est. 1000 Tons, 2 mobilization (Pavement X-24 Arndt Street, Broadway to east termini & Bridge Street, Broadway to east termini) - Petroleum, VOC, Heavy Metals, Industrial Chemicals
- Project #4: Est. 200 Tons, 2 mobilization (Pavement X-24 Woodlawn Avenue, Shawano Avenue to Dousman Street) – Petroleum
- Project #5: Est. 200 Tons, 2 mobilizations (Pavement X-24 East Mason Street, Jaster Street to Bader Street) – Petroleum
- Project #6: Est. 500 Tons, 1 mobilization (Resurfacing X-24, Lincoln Street, 1126 Lincoln Street) – Petroleum
- Project #7: Est. 100 Tons, 1 mobilization (Parks 12-23 Finger Road Ballfield Concession Utilities, 3385 Finger Road) – Solid Waste

RECOMMENDATION

Award to lowest responsive, responsible vendor Peter's Concrete Co. a one-year contract.

FISCAL IMPACT

Estimated yearly spend of \$70,250.00.

ATTACHMENTS

None



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.5

To approve the request by Department of Public Works to obtain an easement for sidewalk and storm sewer purposes from Pickles Manufacturing, LLC, between School Place and Howard Street.

BACKGROUND

As part of the reconstruction of School Place, Howard Street, and Oakland Avenue, certain public improvements, including sidewalk and storm sewer, are required to be upgraded. For continuity of service, City staff has determined that accommodations crossing the Pickles Manufacturing property are necessary. Staff has met with and negotiated an easement along the east side of the Pickles Manufacturing property to provide the easement. The sidewalk will further serve as access from the residential neighborhood to Seymour Park.

RECOMMENDATION

Staff recommends approval.

FISCAL IMPACT

ATTACHMENTS

- I. Pickles Mfg easement

**EASEMENT FOR SIDEWALK AND
STORM SEWER PURPOSES**

It having been deemed necessary for the Improvement, maintenance or protection of public or private property to occupy or use lands owned by PICKLES MANUFACTURING LLC, a Delaware limited liability company ("Owner") in the City of Green Bay, Brown County, Wisconsin.

KNOWN ALL BY THESE PRESENTS that the owner(s) herein for and in consideration of the sum of Ten and no/100 dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, do hereby bargain, sell, convey, transfer and deliver unto

<u>Return this document to:</u> City of Green Bay – DPW 100 N Jefferson Street Green Bay, WI 54301

The CITY OF GREEN BAY, a Wisconsin municipal corporation,

a PERMANENT EASEMENT and right-of-way including the perpetual right to enter upon the real estate described and shown on attached Exhibit A ("Owner's Land") as reasonably necessary to construct, maintain and repair a public sidewalk and underground pipelines and necessary appurtenances (or manholes) in the area shown on Exhibit B (the "Easement Area") for the purposes of conveying stormwater over, across, through and under the Owner's Land and other lands hereinafter described, together with the right, and right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said pipelines and necessary appurtenances, over the following described and shown on attached Exhibit B.

In addition to the easement rights granted herein, Owner further grants to THE CITY OF GREEN BAY, upon not less than forty-eight (48) hours' prior notice to Owner, during the initial construction of said public sidewalk, storm sewer pipeline and necessary appurtenances only, the right to excavate and refill ditches and/or trenches for the location of said pipelines, and to temporarily place materials and excavation equipment on a portion of the Owner's Land beyond the limits of the Easement Area, which materials and soil shall be removed immediately upon completion of construction and ground restored to original condition ("Temporary Limited Easement"). Said Temporary Limited Easement shall immediately abut the Easement Area, on either side (the "TLE Area"), as shown on Exhibit C. Owner shall have and retain all rights to the use and occupation of Owner's Land, provided that no structure shall be erected over the Easement Area or the TLE Area.

For the purpose of the construction, maintenance and repair of said storm sewer pipeline and necessary appurtenances, the said CITY OF GREEN BAY shall have the right to enter, pass over and use the Easement Area (but not any other portion of the Owner's Land except to the extent expressly provided herein) for the transportation, laying down, and temporary storage of materials, tools and equipment (to the extent expressly permitted herein), the depositing and removal of excavated materials, and for other reasonably necessary purposes incidental to the work, but shall do so with the least inconvenience practicable to the Owner, and provided that in

the event that damage is caused to said Owner's Land, including buildings erected thereon, by reason of the CITY OF GREEN BAY entering thereon for any purpose set forth herein, said CITY OF GREEN BAY shall reasonably compensate said grantor or successors therefor.

CITY OF GREEN BAY, at its cost, shall operate, maintain, repair and replace the public sidewalk and underground pipelines and necessary appurtenances (or manholes) located on the Easement Area and otherwise keep the same in good working order, and shall add (and shall cause any contractor or agent of said CITY OF GREEN BAY to add) Owner as an additional insured on any commercial general liability insurance policy maintained in connection with any such work and/or entry. CITY OF GREEN BAY hereby covenants and agrees and the easements are hereby granted upon the express conditions that care, skill and diligence will be used in connection with all entry and work performed hereunder; that all work is to be done in such a manner as in no way to endanger or interfere with the use of the property of the Owner; causing no damage to the buildings or improvements of the Owner nor interfering with or removing the support of the same; that it will save the Owner harmless from any and all loss or damage Owner may sustain growing out of or arising from the easement granted hereunder or the exercise by CITY OF GREEN BAY of any of CITY OF GREEN BAY rights hereunder; that upon the completion of any work hereunder by said CITY OF GREEN BAY, CITY OF GREEN BAY will restore the surface of said Easement Area to as good a condition as prior to CITY OF GREEN BAY'S entrance thereon.

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

PICKLES MANUFACTURING, LLC

Signed and sealed this _____ day of _____, 20____.

X _____

Print or type name and title above.

X _____

Print or type name and title above.

STATE OF _____)
) SS.
COUNTY OF _____)

Personally, came before me this _____ day of _____, 20____, the above named
_____ to me known to be the person who executed the forgoing instrument and acknowledge the same.

X _____

Print or type name of notary above.

Notary Public, _____ County, _____
County State

My Commission Expires: _____

This instrument drafted by: Thomas H. Giese – R/W Specialist
Project: Sidewalk & Storm Sewer Easement between School Place and Howard Street
Parcel number: part of 3-441.

EXHIBIT A

Parcel I:

Lots 1 through 14, inclusive, Hope Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, excepting therefrom any portion thereof being used and/or previously conveyed for road purposes.

AND

A parcel of land being located in part of Lots 13 and 14, Block 1, Plat of C.W. Lomas Addition and part of Vacant Strip and part of Private Claim 1, West and part of Private Claim 2, West and part vacated School Place, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the South right of way of Howard Street and the East right of way of Hazel Street; thence South 26°00'00" West, 121.50 feet along said East right of way to the point of beginning; thence South 63°53'09" East 250.00 feet to the Southeast corner of lands described in Jacket 24389 Records, Image 25; thence North 26°00'00" East 121.50 feet along the East line of said Jacket 24389 Records, Image 25 to the South right of way of Howard Street; thence South 63°53'09" East, 109.00 feet along the Southerly right of way line of Howard Street to the Northwest corner of land described in Document Number 1539743; thence South 20°32'53" West, 122.04 feet along the Westerly line of land described in said Document Number 1539743 to the Southwest corner thereof; thence South 63°46'41" East, 135.05 feet along the Northerly line of Lots 14 and 13, Block 1, C.W. Lomas Addition extended Westerly to the Northeast corner of said Lot 13; thence South 25°06'19" West, 64.52 feet along the Easterly line of said Lot 13 to the Northerly right of way line of Cora Street; thence North 63°46'41" West, 67.00 feet along said Northerly right of way line; thence South 25°06'19" West, 18.00 feet along the Westerly right of way line of Cora Street; thence North 63°46'41" West, 0.46 feet along the Westerly right of way line of Cora Street; thence South 17°05'19" West, 54.66 feet along the Westerly right of way of Cora Street to the Southerly right of way line of Cora Street; thence North 62°25'23" West, 53.45 feet along the centerline of the North 1/3 of the Vacant Strip of Private Claim 2, West side of Fox River, to the Northwest corner of land described in Document Number 1762354; thence South 25°41'33" West, 130.90 feet along the West line of said land described in Document Number 1762354, to the Northerly right of way of School Place, also being the Northeasterly corner of land described in Document Number 1753349; thence South 25°41'33" West, 27.00 feet along the Easterly line of said land described in Document Number 1753349; thence South 88°56'03" West, 66.88 feet along said Easterly line; thence South 12°25'51" West, 72.00 feet along said Easterly line; thence along said Easterly line 505.35 feet along the arc of a 1135.00 foot radius curve to the left, having a long chord which bears South 03°16'14" East, 501.18 feet to the Northeasterly corner of Outlot 1, Volume 27 Certified Survey Maps, page 100, Map Number 4305; thence North 63°48'34" West, 448.54 feet along the Northerly line of Volume 27 Certified Survey Maps, page 100, Map Number 4305 to the Northwesterly corner thereof; thence continuing along the Northerly line of Volume 27 Certified Survey Maps, page 100, Map Number 4305, South 77°42'42" West, 51.67 feet; thence continuing along the Northerly line of Volume 27 Certified Survey Maps, page 100, Map Number 4305, North 86°25'48" West, 112.30 feet; thence

continuing North 86°25'48" West, 236.33 feet; thence North 64°03'55" West, 115.46 feet; thence North 25°47'23" East, 13 feet to a point on the Southerly line of Volume 1007 Records, page 308, extended Easterly; thence Westerly along the extended South Line of Volume 1007 Records, page 308 and the South line of Volume 1007 Records, page 308 to the Easterly right of way of Twelfth Avenue; thence Northerly along the Easterly right of way of Twelfth Avenue 97.3 feet to the Southwest corner of Lot 23, Hope Addition; thence Easterly along the South line of said Lot 23 to the Southeast corner of said Lot 23; thence Northerly along the Easterly line of Lots 13 through 23, inclusive, Hope Addition to the Southwest corner of Lot 10, Hope Addition; thence Easterly along the South line of Lots 1 through 10, inclusive, Hope Addition to the Southeast corner of Lot 1, Hope Addition; thence Northerly along the Easterly line of said Lot 1 to the Northeast corner of said Lot 1 with its intersection with the South line of vacated School Place; thence Westerly along the Southerly line of vacated School Place to the Easterly right of way of Hazel Street; thence Northerly along said Easterly right of way to the point of beginning.

Tax Parcel Number: 3-411

Street Address: 307 Twelfth Avenue, Green Bay, Wisconsin

Parcel II:

Lot 22, Hope Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 3-751

Street Address: Twelfth Avenue, Green Bay, Wisconsin

Parcel III:

Lot 23, Hope Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 3-752

Street Address: 409 Twelfth Avenue, Green Bay, Wisconsin

EXHIBIT B

DESCRIPTION OF STORM SEWER AND SIDEWALK EASEMENTS BETWEEN SEYMOUR PARK AND HOWARD STREET

Description of 40 foot wide Storm Sewer Easement Area

That part of Private Claim Number 1, West Side of Fox River; and that part of the Vacant Strip; and that part of the Vacated School Place right-of-way, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 13, Block 1, C.W. Lomas Addition;
thence N64°-04'-40"W, 135.05 feet, along the north line of Lots 13 and 14, C.W. Lomas Addition and the westerly extension thereof, to the point of beginning;
thence S15°-26'-00"W, 138.75 feet;
thence S25°-54'-06"W, 161.88 feet;
thence N60°-24'-21"W, 7.41 feet;
thence S88°-37'-41"W, 6.53 feet;
thence N64°-05'-54"W, 26.80 feet;
thence N25°-54'-06"E, 160.73 feet;
thence N15°-26'-00"E, 136.77 feet;
thence N20°-15'-09"E, 127.50 feet to the south right-of-way line of Howard Street;
thence S64°-08'-25"E, 40.19 feet along said south right-of way line of Howard Street;
thence S20°-15'-09"W, 121.89 feet, to the point of beginning.

Part of tax parcel number 3-411.

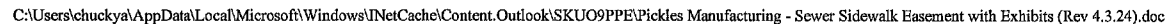
Description of 10 foot wide Sidewalk Easement Area

That part of Private Claim Number 1, West Side of Fox River; and that part of the Vacant Strip; and that part of the Vacated School Place right-of-way, all located in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the Northeast corner of Lot 13, Block 1, C.W. Lomas Addition;
thence N64°-04'-40"W, 135.05 feet, along the north line of Lots 13 and 14, C.W. Lomas Addition and the westerly extension thereof, to the point of beginning;
thence S15°-26'-00"W, 138.75 feet;
thence S25°-54'-06"W, 161.88 feet;
thence N60°-24'-21"W, 7.41 feet;
thence S88°-37'-41"W, 2.93 feet;
thence N25°-54'-06"E, 161.82 feet;
thence N15°-26'-00"E, 138.25 feet;
thence N20°-15'-09"E, 123.29 feet to the south right-of-way line of Howard Street;
thence S64°-08'-25"E, 10.05 feet along said south right-of way line of Howard Street;
thence S20°-15'-09"W, 121.89 feet, to the point of beginning.

Part of tax parcel number 3-411.

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[illegible]



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.6

To approve the request by Department of Public Works to approve Amendment No. 3 to Professional Services Agreement with Ayres Associates in the amount of \$9,710.00 for providing drafting services for the City portion of the Country Club Road reconstruction project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Appeal - 1460 Ninth St-Morgan Fick

From: [Chris Pirlot](#)
To: [Michelle Wolter](#)
Cc: [James Brunette](#); [Steven Grenier](#)
Subject: I&S Committee agenda item
Date: Friday, March 29, 2024 8:01:05 AM

Please add the following item to the next I&S agenda: "Discussion and possible action on an appeal from Morgan Fick regarding an improper tipper cart storage invoice at 1460 Ninth Street"

Christopher J. Pirlot, P.E.
Operations Director/Parking Manager
City of Green Bay
Department of Public Works
920.492.3736 office
920.680.6166 cellular
greenbaywi.gov

From: Chris Wery <chriswery@att.net>
Sent: Friday, March 29, 2024 7:34 AM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Chris Pirlot <Chris.Pirlot@greenbaywi.gov>
Subject: Fw: Appealing an Improper Cart Storage Invoice? 1460 9th

Can you start the appeal process for Morgan?

Alderman Chris Wery
920-490-9282
chriswery@att.net

From: Morgan Fick <mfick14@gmail.com>
Sent: Monday, March 25, 2024 6:45 PM
To: District Eight <District.8@greenbaywi.gov>
Subject: Appealing an Improper Cart Storage Invoice?

Hello there,

My name is Morgan Fick and I own a home located at 1460 9th Street. On 3/15/24 I received an invoice in the mail stating we have been improperly storing our garbage cans. We have been storing our garbage cans on the side of the house behind some bushes for the past 3 and a half years that we have lived here. I was unaware that we were violating an ordinance with this location, as we have never received a warning. We have now since moved them into the garage. I was wondering how the appeal process works, as I read on the back of my letter that an appeal must be filed within 30 days. Hoping you can help.

Thank you for your time,
Morgan Fick



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
03/15/2024	183680
Customer Number	
66613	
Invoice Total Due	
\$39.00	
Customer PO	Due Date
	04/14/2024

MORGAN M FICK
1460 NINTH ST
GREEN BAY, WI 54304-

FOR PARCEL 6-624 AT 1460 NINTH ST - ACTION TAKEN:
PER CITY ORDINANCE CARTS MUST BE PROPERLY
STORED 3/12/2024

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 03/15/2024

Customer Number: 66613

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
IMPROPER CART STORAGE	1.00	\$39.00	EACH	\$39.00	\$0.00	\$0.00	\$39.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$39.00	

GENERAL ORDINANCE 9.02(7)(e)(9) SANITATION CART STORAGE REGULATIONS - AMOUNT MUST BE
PAID IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC
WORKS AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
IMPROPER CART STORAGE FORM

Parcel No. _____

Invoice No. _____

Invoice Date _____

FOR OFFICE USE ONLY

Driver: Nick D Truck: 1185

Date: 3-12-24 Time: 11:29 am/pm

Address: 1460 9th

Day of week moved:

Monday Tuesday Wednesday Thursday Friday

Normal collection day:

Monday Tuesday Wednesday Thursday Friday

Pictures taken: 3-4

How notified: Complaint Drive by Tag

☒ TRASH CART:

Cart Number: 1495 026816

☒ RECYCLING CART:

Cart Number: 13-015749

☒ CART LOCATION:

Set Back

☐ CART RELOCATED TO:

Approved By: _____



2024/03/12
11:30

WI. COSSINVILLE
AJX-8475
MAY 2024 EXPIRATION



13-015749



1495 026816

2024
11



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.7

To approve the request by Department of Public Works to enter into a Routine Bridge Maintenance and Operation Agreement between the City and the Wisconsin Department of Transportation for State Fiscal Year 2025.

BACKGROUND

There are three lift bridges spanning the Fox River in downtown Green Bay: The Ray Nitschke Memorial Bridge on Main Street/Dousman Street; The Bart Starr Memorial Bridge on Walnut Street; and, the Donald A. Tilleman bridge on Mason Street. Of these, the Nitschke Bridge is owned by the City of Green Bay, while the Starr and Tilleman Bridges are owned by the Wisconsin Department of Transportation (WisDOT). The City and WisDOT have historically cooperated with each other on the routine aspects of bridge operation and maintenance, and the provisions of that agreement have been recorded in a standardized agreement. These agreements are year-to-year in nature and must be renewed for each State fiscal year.

RECOMMENDATION

Staff recommends approving the Routine Bridge Maintenance and Operation Agreement between the City and the Wisconsin Department of Transportation for State Fiscal Year 2025.

FISCAL IMPACT

The expected City fiscal impact under this agreement is approximately \$15,000 for traffic control. This amount can be reimbursed by WisDOT for the Starr and Tilleman Bridges. Expenses for the Nitschke Bridge are considered regular operating expenses and are considered when the City applies for lift bridge state aid.

ATTACHMENTS

- I. Lift Bridge Maintenance Agreement - 2025 City of Green Bay

Routine Bridge Maintenance and Operation Agreement

Wisconsin Department of Transportation

Fiscal Year 2025

City of Green Bay

This Agreement is made by and between the State of Wisconsin Department of Transportation, a Wisconsin state agency, (the “Department”) and City of Green Bay, a Wisconsin municipal body corporate, (the “City”), collectively referred to as the Parties in accordance with Wis. Stat. §§ 84.07(1), (2) and 83.015.

WHEREAS, the City owns a movable bridge identified as City Structure B-05-0311, also known as Ray Nitschke Memorial (Main Street) Bridge; and

WHEREAS, the Department owns movable bridges B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge; and

WHEREAS, pursuant to a prior agreement, the City has operated the above described movable bridges on behalf of itself and the Department; and

WHEREAS, the Parties desire to transfer certain operational duties of City Structure B-05-0311, B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge from the City to the Department.

NOW THEREFORE, upon the mutual promises contained herein, and upon such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Department requires the City to perform the Services described in Section 2 and allow the B-05-0311 Bridge Access as described in Section 4, and the City agrees to perform the Services and allow the B-05-0311 Bridge Access. It is understood that the Services and B-05-0311 Bridge Access authorized under this Agreement shall be accomplished in compliance with state and federal law, and under the general direction of the Department.

2. The City agrees to provide labor, equipment, and authorized materials needed to perform traffic control operations for routine maintenance activities of the following movable bridges located on the State Trunk System in the City:

B-05-0134 Mason St. Bridge

B-05-0269 Walnut St. Bridge

(the “Services”). The total estimated City costs of the Services is: \$15,000. Charge ID: 0005-05-25.

3. Payment for Services will be made to the City based on actual labor, including fringe benefit costs, and equipment. Itemized invoices for the Services shall be submitted monthly, within one-month of the period which the work was performed, as required by Wis. Stat. § 84.07(2). Invoices shall be emailed to Jason Lahm at jason.lahm@dot.wi.gov. The Department will make payments after the Department verifies the invoices are in accordance with this Agreement. All payments are subject to audit by the Department.

4. The City agrees to allow Department staff and Department contracted staff to access and enter the City Structure B-05-0311 and to operate the lift bridge structure, and perform required activities needed to operate the lift bridge structure. No costs shall be incurred by the City for Department directed operations or activities on the City Structure B-05-0311. The Department will notify the City in writing or by phone prior to

any required B-05-0311 Bridge Access. The Department and Department contracted staff will describe to the City the purpose of the required B-05-0311 Bridge Access.

5. The Parties agree that any and all other prior agreements with respect to operations of City Structure B-05-0311, B-05-0134 Mason St. Bridge and B-05-0269 Walnut St. Bridge are hereby rescinded and terminated.

6. Insurance Coverage. The State of Wisconsin Department of Transportation will not issue individualized evidence of insurance. The State, its agencies, and departments are self insured. The State's Self-Funded Liability and Property Programs are self-maintained comprehensive programs of commercial insurance that meets the laws of the State of Wisconsin. Insurance requirements are met by self- insurance rather than purchasing insurance in a commercial insurance market.

The Department is granted sovereign immunity and is therefore immunized against liability and suit by all parties. Sovereign immunity cannot be waived and no provision or term in this agreement shall be construed to limit, affect, or waive sovereign immunity. The Department cannot waive subrogation or liability or provide indemnification in any manner. Wis. Stat. sec. 895. 46 provides for the payment of certain negligence claims against WisDOT employees and agents.

7. Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense, except as provided herein. In situations including joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the Parties to waive any statutory protections or impose liability beyond that imposed by state statutes. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Either Party may enforce the terms of this Agreement by any legal means.

8. Either party may, with 90-day written notice, unilaterally terminate this Agreement, effective if given/served prior to July 1st, 2025. Should the Department be given due and sufficient notice of the termination of this Agreement by the City, the Department agrees to fulfill all the contractual duties and responsibilities of the City prior to termination of this Agreement.

Any written notice of termination shall be served upon the following representatives by certified mail, return receipt requested:

On Behalf of City of Green Bay:
Steve Grenier
City of Green Bay – Director of Public Works
100 N. Jefferson St. Room 300
Green Bay, WI 54303

On Behalf of the Department:
Jason Lahm
Wisconsin Department of Transportation - Northeast Region
944 Vanderperren Way
Green Bay, WI 54304

9. In connection with the Services provided under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment because of sex, age, race, religion, color, handicap, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation, or national origin. This Section shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship. The Parties shall post in a conspicuous place, available for employees and applicants for employment, notices setting forth this Section.

10. This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

11. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

12. If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided herein.

14. 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.

IN WITNESS WHEREOF, the Parties, by their authorized officer or representatives, have caused this Agreement to be executed as of the date both Parties have signed below.

WISCONSIN DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

CITY OF GREEN BAY

By: _____
Eric Genrich - Mayor

Date: _____

By: _____
Celestine Jeffreys - Clerk

Date: _____



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.8

To approve the request by HR Green Bay Owner, LLC (Hyatt Regency Green Bay) to assign parking rights to 333 Main, LLC in accordance with the provisions of the Parking Agreement between the City and Hyatt dated August 31, 2012.

BACKGROUND

The City and Hyatt entered into a Parking Agreement on August 31, 2012, whereby the City agreed to provide parking in municipal ramps for Hyatt personnel. This Agreement has provisions allowing Hyatt to assign those parking rights to successors or assigns.

RECOMMENDATION

Staff recommends approving the request to assign the parking rights to 333 Main, LLC.

FISCAL IMPACT

ATTACHMENTS

- I. Parking Agreement Hyatt 333 Main



150 North Riverside Plaza
Chicago, IL 60606 USA

_____, 2024

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED) AND EMAIL

City of Green Bay, Wisconsin
City of Green Bay, City Hall
100 N. Jefferson
Green Bay, Wisconsin 54301
Attention: City Clerk

Re: Parking Agreement – Consent to Assignment, Amendment and Estoppel

Ladies and Gentlemen:

The City of Green Bay, Wisconsin, a municipal corporation ("City") and HR Green Bay Owner, LLC, a Delaware limited liability company, d/b/a Hyatt Regency Green Bay (f/k/a Hyatt on Main, Green Bay) ("Hyatt"), are parties to that certain Parking Agreement, dated as of August 31, 2012, as amended by that certain First Amendment to Parking Agreement dated October 12, 2023, (as amended and assigned, and as the same and may be further amended, modified and/or supplemented from time to time, the "Parking Agreement"), with respect to the Hyatt Parking Passes and Existing Ramps (as each is defined in the Parking Agreement).

Hyatt and Scarlett Real Estate Holdings, LLC, a Tennessee limited liability company ("Contract Buyer") have entered into that certain Purchase and Sale Agreement dated as of December 27, 2023, as assigned by Contract Buyer to 333 Main, LLC, a Delaware limited liability company ("New Owner"), an affiliate of Contract Buyer, and whereby Hyatt desires to sell to New Owner that certain property located at 333 Main St, Green Bay, WI 54301, commonly known and operated as the Hyatt Regency Green Bay (the "Hotel"). In connection with such transfer, Hyatt desires to assign all of its rights and obligations under the Parking Agreement to New Owner by entering into an assignment and assumption agreement with New Owner in the form of Exhibit A hereto (the "Assignment").

1. Consent to Assignment

Pursuant to Section 10 of the Parking Agreement, City's consent is required for any assignment made by "Hyatt" thereunder. Therefore, Hyatt hereby requests that an authorized representative of the City kindly sign and return a copy of this letter (the "Letter"), such signature to evidence: (i) acknowledgement of the Assignment and that the Assignment will not constitute a breach of the Parking Agreement, (ii) City's consent to and approval of the Assignment effective as of the date the City executes this Letter, which pursuant to Section 10 of the Parking Agreement shall be no later than thirty (30) days from the date hereof, (iii) City's acknowledgement that the Parking Agreement will remain in full force and effect, in accordance with its terms, following the Assignment; and (iv) following the Assignment Hyatt is hereby released and discharged of any duty or responsibility under the Parking Agreement. Following such assignment, the term "Hyatt" set forth in the Parking Agreement shall be replaced with the term "Hotel Owner" and mean "333 Main, LLC".

2. Amendment

- A. Parking Passes. The first sentence of Section 1 of the Parking Agreement shall be deleted in its entirety and replaced with the following:

“The City hereby agrees to provide Hotel Owner eighty-eight (88) parking passes for use by Hotel Owner’s employees, agents, representatives and invitees (“**Hotel Owner Parking Passes**”).”

- B. Notices. From and after the effective date of the Assignment, all notices under the Parking Agreement to be sent to the New Owner or the related party thereunder shall be sent to the addresses below. The parties will provide the City with notice of the effective date of the Assignment.

c/o Scarlett Hotel Group, LLC
807 Waukegan Road
Deerfield, Illinois 60015
Attn: Zio Pekovic
Email: zio.pekovic@scarletthotelgroup.com

with a copy to:
Dentons US LLP
233 South Wacker Drive
Suite 5900
Chicago, Illinois 60606-6361
Attn: Adam Docks
Email: adam.docks@dentons.com

And to:
Ruder Ware, L.L.S.C.
130 N Adams Street
Green Bay, WI 54301
Attn: Christopher J. Paul
Email: cpahl@ruderware.com

3. Estoppel

Pursuant to Section 13 of the Parking Agreement, Hyatt hereby requests the City certify and acknowledge that:

- A. As of the date this Letter is signed, (i) the Parking Agreement is currently in full force and effect; (ii) the Parking Agreement has not been amended, supplemented and/or otherwise modified, either orally or in writing, except as set forth in this Letter; and (iii) to the undersigned’s knowledge, neither the City or Hyatt are in default in the performance of any of their obligations under the Parking Agreement.
- B. The commencement date of the rent was October 15, 2012. The number of Hyatt Parking Passes provided by the City for use by Hyatt is eighty-eight (88), excluding any temporary parking vouchers issued to Hyatt for daily, one-time use, as needed (the “Vouchers”, each a “Voucher”). The current rent is \$20.47 per Hyatt Parking Passes for a total of \$1,801.36 per month. The current cost per Voucher is \$ _____. Hyatt has paid all sums due under the Parking Agreement, including the cost of any Vouchers, through _____, 202[4]. There is no additional rent due under the Parking Agreement. The current term of the Parking Agreement expires on October 15, 2029.

- C. The person signing this Letter is duly authorized to sign and deliver it on behalf of the City, and no other signatures or approvals are required or necessary in connection with the execution and validity of this Letter.
- D. This Letter shall have the effect of estopping the City from making any assertions contrary to the contents hereof.
- E. This Letter shall inure to the benefit of Contract Buyer, New Owner and each of their respective successors and assigns, together with their respective lenders, title insurers, mortgagees, and each of their successors and assigns, and shall be binding upon the City and its successors and assigns.

Please sign this letter where indicated below to indicate your acknowledgement of and agreement and consent to the above and return the signed copy to Roberto Dall'Asta at 150 North Riverside Plaza, Chicago, Illinois 60606 along with a scanned copy by email at rob.dallasta@hyatt.com. Thank you in advance for your assistance and prompt attention to this matter.

Signature page follows.

We appreciate your prompt attention to this matter and look forward to continuing our mutually beneficial relationship.

Sincerely,

HR GREEN BAY OWNER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

[Signatures continue on following page]

ACKNOWLEDGED, AGREED AND CONSENTED TO:

CITY OF GREEN BAY, WISCONSIN

a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

cc: Joanne Bungert City Attorney
City of Green Bay
100 N. Jefferson Street, Room 200
Green Bay, Wisconsin 54301
Email: joanne.bungert@greenbaywi.gov

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT

ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT

This Assignment and Assumption Agreement (this “Assignment”) is made and entered into as of _____, 2024 (the “Effective Date”) by and between HR GREEN BAY OWNER, LLC, a Delaware limited liability company (“Assignor”), and _____ (“Assignee”), each a “Party” and together the “Parties”.

RECITALS

Assignor is a party to that certain Parking Agreement of Parking, dated August 31, 2012, between Assignor as successor in interest to Hyatt Corporation as authorized agent of Hyatt Equities, L.L.C. and the City as amended by that certain First Amendment to Parking Agreement dated October 12, 2023, (as amended and assigned, the “Parking Agreement”). Capitalized terms used herein and not defined shall have the meanings assigned to them in the Parking Agreement, as applicable.

Assignor has agreed to sell, and Assignee has agreed to purchase, that certain hotel located at 333 Main Street, Green Bay, Wisconsin and commonly known as the Hyatt Regency Green Bay.

In connection with the purchase and sale of the hotel, Assignor desires to assign, and Assignee desires to assume, all of the rights and obligations of Assignor under the Parking Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the agreements and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows, with effect as of the Effective Date:

Section 1.1 Assignment and Assumption.

(a) Assignment. Effective as of the Effective Date, Assignor hereby assigns, sells, conveys and otherwise transfers to Assignee all of Assignor’s right, title and interest in and to the Parking Agreement.

(b) Assumption. Assignee hereby accepts the assignment of all of Assignor’s right, title and interest in and to the Parking Agreement and assumes and agrees to be bound by and perform, as a direct obligation of Assignee, each and all of the obligations, terms, covenants and agreements of Assignor under the Parking Agreement accruing from and after the Effective Date.

Section 1.2 Miscellaneous.

(a) As between Assignor and Assignee, this Assignment does not enlarge, restrict or otherwise modify the terms of the purchase and sale or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon them (or any of their respective affiliates) by the terms of the purchase and sale applicable to the Hyatt Regency Green Bay.

(b) A Party may deliver an executed signature page to this Assignment by PDF or other email transmission, including DocuSign or similar electronic signatures to any other Parties, which PDF or email copy shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first set forth above.

ASSIGNOR:

HR GREEN BAY OWNER, LLC,
a Delaware limited liability company

By: _____

Name:

Title:

(Signatures continue on following page)

ASSIGNEE:

By: _____

Name:

Title:



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.9

To approve the request by Department of Public Works to approve the proposed 2024 Mill and Pave Program. The program includes milling and replacing 4,735 linear feet of pavement for an estimated cost of \$350,000.00. The program will be funded using bonded money from streets that have been delayed for one year.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Mill&Pave_2024

Street	Base	Length	Width	Area (SY)	HMA (Tons)
Sheridan Lane - Leslie Drive to Swiss Hill Drive	Gravel	891	33	3267.0	392.04
Luke Lane - Amy Street to Penny Place	Gravel	644	33	2361.3	283.36
S Robinson Avenue - Radinz Road to South Temrini	Gravel	976	33	3578.7	429.44
Van Beek Road - Aphrodite Road to Lena Lane	Gravel	730	33	2676.7	321.2
Saratoga Street - Bond Stret to Saratoga Way	CSB	550	33	2016.7	242
St. Jude Street - Kellogg Street to Bond Street	CSB	944	33	3461.3	415.36
		4735		17361.7	2083.4



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.10

To approve the request by Department of Public Works to enter into a three-party agreement with WisDOT and Graef-USA, Inc. for the Manitowoc Road Sidewalk Project WisDOT Project ID 4987-14-00. The total cost of the design is estimated to be \$405,610.86 of which the City will receive federal funds in the amount of \$129,163.00. The required remaining funds will be bonded in 2025.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

City will receive Federal Funds in the amount of \$129,163.00. The required remaining funds will be bonded in 2025.

ATTACHMENTS

1. Manitowoc Rd WISDOT
2. Services Contract WIDOT, City of Green Bay, Graef Usa



**STATE/MUNICIPAL
AGREEMENT
FOR AN
INFRASTRUCTURE
TRANSPORTATION
ALTERNATIVES
PROGRAM (TAP)
PROJECT**

Subprogram #: 290

Program Name: TAP

Revised Date: 3/26/2024

Date: 1/11/2023

I.D.: 4987-14-00/71

WisDOT UEI #: CBE4JHP1S8H7

Project Sponsor UEI #: TBD

FAIN ID: TBD

Project Title: C Green Bay, Manitowoc Rd Sidewalk

Location/Limit: STH 29 – Hemlock Dr

Project Length (if applicable): 1.75 miles

Project Sponsor: City of Green Bay

County: Brown

MPO Area (if applicable): Green Bay

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

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

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

NEEDS AND ESTIMATE SUMMARY:

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

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

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

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

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

The subject project is funded with 80% federal funding up to a maximum of **\$812,626** for all federally-funded project phases when the Project Sponsor agrees to provide funds in excess of the **\$812,626** federal funding

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

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

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

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

Project Award date: 8/25/2022

Commencement deadline: 8/25/2026

Completion deadline: 6/30/2029

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

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

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

SUMMARY OF COSTS					
PROJECT TYPE	Total Est. Cost	Federal Funds	%	Project Sponsor Funds	%
Design ID 4987-14-00					
Design Plan Development	\$149,694	\$119,755	80%	\$29,939	20%+BAL
State Review	\$11,760	\$9,408	80%	\$2,352	20%+BAL
<i>Design Subtotal</i>	\$161,454	\$129,163	80%	\$32,291	20%+BAL
Construction ID 4987-14-71					
Participating Construction	\$1,116,533	\$674,826.56	80%	\$441,706.44	20%+BAL
Construction Engineering	\$102,406	\$0	80%	\$102,406	20%+BAL
State Review	\$15,600	\$8,636.44	80%	\$6,963.56	20%+BAL
<i>Construction Subtotal</i>	\$1,234,539	\$683,463		\$551,076	
Total Est. Cost Distribution	\$1,395,993	\$812,626	MAX*	\$583,367	N/A

*This project has a TAP federal funding maximum of **\$812,626**. This maximum is cumulative for all federally funded project phases.

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

Signed for and in behalf of the City of Green Bay _____ (please sign in blue ink)		
Name	Title	Date
Signed for and in behalf of the State _____ (please sign in blue ink)		
Scott Nelson, P.E. <i>Name</i>	Northeast Region SPO Manager <i>Title</i>	_____ <i>Date</i>

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding. The Project Sponsor will be notified by the State when each project phase or ID is authorized and available for charging.
3. The initiation and accomplishment of the project will be subject to the applicable federal and state regulations, as referenced in the document *A Sponsor's Guide to Non-Traditional Project Implementation*. The Project Sponsor, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in 23 U.S.C. 139 and the National Environmental Policy Act (42 U.S.C. 4321 et seq.).
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. Sec. 16.765. The Project Sponsor agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Project Sponsor agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Project Sponsor agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. All applicable DBE requirements that the State specifies.
 - d. Federal and state statutes that govern the Transportation Alternatives Program including 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
4. Additional applicable state and federal requirements may include, but are not limited to, the following:
 - a. Prevailing wage requirements, including but not limited to 23 U.S.C. 113 and Wis. Stat. Sec. 103.50.
 - b. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. Sec. 16.754.
 - c. Competitive bidding requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06.

STATE RESPONSIBILITIES AND REQUIREMENTS:

5. Funding for the project is subject to inclusion in Wisconsin's approved Transportation Alternatives Program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. Storm sewer mains necessary for the surface water drainage.
 - c. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.

- d. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - e. Signing and pavement marking, including marking of detour routes. Detour routes and haul roads are not eligible on local projects.
 - f. New installations or alteration of street lighting and traffic signals or devices.
 - g. Landscaping.
 - h. Preliminary Engineering.
 - i. Real estate for the improvement.
 - j. State Review Services.
 - k. Other eligible TAP non-infrastructure items as enumerated in the approved application.
6. Project items purchased with federal funding are for the primary use of the Transportation Alternatives Program.
7. State Disbursements:
- a. Payment by the State to the Project Sponsor shall be made on a regular basis upon presentation of Reimbursement Requests for expenditures incurred during prior periods of the project duration subject to the allowable maximum payment. Exceptions to this schedule will be made as appropriate. In general, State reimbursements will be made after sufficient proof of payment is sent to the state.
 - b. A final adjustment of state payments will be made upon completion of the State's audit of the project. If the State's audit establishes that the State paid more than its share of the eligible project costs, the Project Sponsor shall refund to the State upon demand a sum equal to the overpayment.

PROJECT SPONSOR RESPONSIBILITIES AND REQUIREMENTS:

8. Work necessary to complete the TAP project to be financed entirely by the Project Sponsor or other utility or facility owner includes the items listed below, when applicable to the project.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The Project Sponsor is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).

9. The work eligible for Federal and State participation will be administered by the Project Sponsor. The Project Sponsor is an eligible recipient of these grant funds pursuant to Wis. Stat. Sec. 85.021 and all applicable federal laws 23 USC sec. 213 (revised to 23 U.S.C. sec. 133 per the FAST Act of 2015).
10. Where applicable, all contracts will be let by competitive bid and awarded to the lowest responsible bidder in accordance with the requirements set forth in 23 U.S.C. 112 and Wis. Stat. Sec. 84.06. Where applicable, all contracts for design related services shall be awarded and administered in accordance with the requirements of 23 CFR 172 and procedures published in the Wisconsin Department of Transportation Facilities Development Manual (FDM), Chapter 8, Consulting Services.
11. The Project Sponsor must receive, read, and agree to meet the requirements outlined in the *Sponsor's Guide to Non-Traditional Transportation Project Implementation*. The Project Sponsor must indicate this understanding and agreement by submitting the *Sponsor's Guide Acknowledgement Form*, which must be accepted by the State before approval of this State/Municipal Agreement shall be granted.
12. The Project Sponsor must complete and submit *Certification for Non-Traditional Project Administration and Delivery* documentation, and this documentation must be accepted by the State before approval of this State/Municipal Agreement shall be granted. The Project Sponsor, and all consultants and other entities working on behalf of the Project Sponsor, are required to comply with the federal and state rules and requirements for projects being administered through a local letting process.
13. The project, in accordance with its scope, must employ the services of a registered professional engineer, architect or landscape architect, to be responsible for design and construction engineering and related activities.
14. A copy of the plans, specifications, and estimates containing the engineer's, architect's, or landscape architect's seal as prepared for bidding purposes (in accordance with project scope) must be provided to the State for approval prior to advertising the project for bids.
15. The improvement will take place in accordance with the appropriate standards unless an exception to standards is granted by the State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Project Sponsor unless such exception is granted.
16. Work to be performed by the Project Sponsor without Federal funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Project Sponsor but must be coordinated with all other work undertaken during construction.
17. The Project Sponsor is responsible for financing administrative expenses related to Project Sponsor responsibilities.
18. The project is subject to a discretionary DBE goal assessment.
19. The Project Sponsor will not proceed with any State/Municipal Agreement revisions without first receiving prior approval from the State. A change order must be executed for revisions to the State/Municipal Agreement prior to the Project Sponsor's request for reimbursement for the revisions.
20. If reviews or audits show any of the work to be ineligible for Federal funding, the Project Sponsor will be responsible for any withdrawn costs associated with the ineligible work.
21. If the Project Sponsor should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project upon demand.
22. Sponsors of TAP projects within the Safe Routes to School eligibility category are required to conduct pre and post project/activity surveys using the SRTS Parent Survey and Student Tally Sheets. The results will be provided to the State at the conclusion of the project.

23. The Project Sponsor will assume all responsibility for retaining a complete project file that includes not only construction documentation but also copies of letting documents, all Local and State submittals and approvals contained in these instructions, and other pertinent documents to support project procurement, development, implementation and cost and any other item required by 49 CFR part 18 and submitting such information, upon request, in order to receive reimbursement. The Project Sponsor will keep all project records and have them available for inspection by representatives of the Federal Government and the State and will furnish copies thereof when requested.
24. The Project Sponsor shall allow the State and US Department of Transportation auditors to have access to the Project Sponsor's records and financial statements as necessary for determining the presence of and compliance with all information and requirements specified in 2 CFR 200.332-(a) as amended effective November 12, 2020.
25. In connection with the performance of work under this State/Municipal Agreement, the Project Sponsor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in S. 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Project Sponsor further agrees to take affirmative action to ensure equal employment opportunities. The Project Sponsor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the employment officer setting forth the provisions of the nondiscrimination clause.
26. The Project Sponsor will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
27. When applicable to the project, the Project Sponsor will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, parking lanes, bicycle lanes, trails, and other facilities, sidewalks and other pedestrian facilities, and other project infrastructure) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
 - e. Provide relocation orders and real estate plats and easements, as required by the project.
 - f. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - g. Provide maintenance and energy for lighting.

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

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

- a. The Project Sponsor assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the State and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this State/Municipal Agreement.
 - b. The Project Sponsor assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted, or otherwise engaged by the Project Sponsor. The Project Sponsor is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Project Sponsor will reimburse the State if the State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Project Sponsor will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Project Sponsor or by others, will be in conformity with such "Manual on Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
29. The subject project must be completed by the project completion date, listed on page 2 of this agreement, and the Project Sponsor must submit a project completion certificate to WisDOT central office on or before this date. The State may consider a written request to extend the completion deadline from the Project Sponsor and may approve such a request in the presence of extenuating circumstances. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

LEGAL RELATIONSHIPS:

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

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

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

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

- a. The word, "surety" in the above paragraphs refers to the issuer of a payment and performance bond under Wis. Stat. Sec. 779.14.
 - b. Nothing in this section should be construed as a waiver of any statutory defenses that may be available to any governmental party.
31. The Project Sponsor, also known as the primary participant, as that term is defined in 49 CFR Part 29, certifies to the best of its knowledge and belief, that it and its principals, as that term is defined in 49 CFR Part 29:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any State of Wisconsin or Federal department or agency;
 - b. Have not, within a three-year period preceding this State/Municipal Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated above;
 - d. Have not within a three-year period preceding this State/Municipal Agreement had one or more public transactions (Federal, State or Local) terminated for cause or default; and
 - e. That all grantees, contractors, and suppliers, including what is also known as lower tier participants as that term is used in 49 CFR Part 29 and the Appendix to Part 29 -- Covered Transactions, have certified in writing that neither they or their principals are currently debarred, suspended, proposed for debarment or suspension, have been declared ineligible, or have voluntarily been excluded from participating in this or any other Federal, State or Local transaction by any Federal, State or Local department, agency or official.
32. *Contract Modification:* This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.
33. *Binding Effects:* All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors, and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party beneficiary rights to be held by any person or entity who is not a party to this State/Municipal Agreement. Nor does it accord on any non-party the right of enforcement.
34. *Choice of Law and Forum:* This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein

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

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

PROJECT FUNDING CONDITIONS

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

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

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

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

38. The Project Sponsor agrees to the following State Fiscal Year 2022-2026 TAP project funding conditions: The maximum participation of federal funding will be limited to 80% of the actual eligible project cost or the total cost distribution of TAP funds shown on page 3 of this State/Municipal Agreement, whichever is less. The project federal funding maximum of **\$812,626** is cumulative for all federal funded project phases.

ENGINEERING SERVICES CONTRACT
BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,
CITY OF GREEN BAY (MUNICIPALITY)
AND GRAEF-USA INC. (CONSULTANT) FOR

Project ID: 4987-14-00
C Green Bay, Manitowoc Rd Sidewalk
STH 29 – Hemlock Dr
Non Hwy, Brown County

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in development of sidewalk improvement plans and specifications from STH 29 to Hemlock Road. The proposed project will consist of constructing 1.75 miles of new sidewalk on both sides of Manitowoc Road, Pecan Street and Hemlock Drive and will create connectivity to neighborhoods and major intersections with signalized pedestrian crossings. The sidewalk project will connect to recently constructed sidewalk facilities on Main Street. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: Jodi Jarosinski, Project Manager, 944 Vanderperren Way, Green Bay, WI 54304, telephone: (920) 360-2351, email: jodi.jarosinski@dot.wi.gov .

The MUNICIPALITY REPRESENTATIVE is: James Brunette, P.E., Project Manager, City of Green Bay, 100 N. Jefferson Street, Green Bay, WI 54301, james.brunette@greenbaywi.gov , (920) 448-3105.

The CONSULTANT REPRESENTATIVE is: Andrew Schultz, P.E., Project Manager, 116 South Adams Street, Suite 201, Green Bay, WI, 54301, andrew.schultz@graef-usa.com, (920) 405-3809

The CONSULTANT SERVICES will be performed for the DEPARTMENT's NE Region office, Green Bay, WI and will be completed by June 30, 2026. Deliver PROJECT DOCUMENTS to DEPARTMENT's NE Region office, Green Bay, WI 54304, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☐ DEPARTMENT ☒ MUNICIPALITY

1. For basic design services including administration and coordination, survey, agency, utility coordination, design reports, public involvement; roadway, right-of-way plat and the production of PS&E documents performed by CONSULTANT, actual costs to the CONSULTANT up to \$333,127.70, plus a fixed fee of \$22,493.03 not to exceed \$355,620.73.
2. For architecture/history surveys and associated reporting subcontracted to Commonwealth Heritage Group, Inc., the CONSULTANT'S actual cost to Commonwealth Heritage Group, Inc., based on Commonwealth Heritage Group Inc.'s actual cost up to \$4,678.74 plus fixed fee of \$311.39 not to exceed \$4,990.13.
3. For title search and title search updates, subcontracted to Knight Barry Title, Inc., the CONSULTANT'S actual cost to Knight Barry Title, Inc., not to exceed \$45,000.00 for units delivered based on rates in the table below.

Item Description	Quantity	Unit Type	Unit Cost	Total
Title Searches	90	Each	\$475.00	\$42,750.00
Title Search Updates	90	Each	\$25.00	\$2,250.00
Estimated Total Fees:				\$45,000.00

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed **\$405,610.86.**

The CONSULTANT does and will comply with the laws and regulations relating to the profession of engineering and will provide the desired engineering SERVICES.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated October 18, 2023 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 9 pages.

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

For the DEPARTMENT

By: _____

By: _____

Title: _____

Contract Manager, WisDOT

Date: _____

Date: _____

For the MUNICIPALITY

By: _____

Title: _____

Date: _____

SCOPE OF SERVICES

Consultant shall follow the Non-Traditional Sponsor's Guide guidelines and requirements.

A. DESIGN REPORTS

(1) Design Study Report

The CONSULTANT shall prepare a design study report for the entire project limits to the standards set forth in WisDOT Facility Design Manual (FDM). Appropriate number of copies shall be submitted to the MUNICIPALITY and DEPARTMENT for approval.

(2) Transportation Management Plan

Prepare Transportation Management Plan Type 1 in accordance with the MANUAL. No Work Zone Impact Assessment (WZIA) is required by CONSULTANT. No sidewalk detour is required.

(3) Bi-Monthly Schedule Work Sheet

CONSULTANT shall update the Bi-Monthly Schedule Work sheet as required by the Non-Traditional Sponsor's Guide guidelines and requirements.

B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare an CEC Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

The CEC will include the following factor sheets:

- Hazardous Substances, Contamination and Asbestos
- Threatened and Endangered Species

(1) Section 4(f) Evaluation

Describe the impact of this PROJECT upon lands protected under Section 4(f) of the Federal-Aid Highway Act of 1968, as amended, and the findings to the MUNICIPALITY for evaluation by the DEPARTMENT and the FHWA. Prepare a Section 4(f) evaluation in accordance with the MANUAL.

(2) Historical and Archaeological Surveys and Studies

- (a) Identify the Area of Potential Effect for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural

reconnaissance surveys. Obtain recommendations from the archaeologist, Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.

- (b) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL. Document the results of the reconnaissance survey for architecture/history using the "Architecture/History Survey Form".
 - (c) Prepare documentation for the determination of effects (No Effect, No Adverse Effects, Adverse Effects) as appropriate. Prepare Documentation for Consultation in accordance with the MANUAL and in consultation with the FHWA, SHPO, and BOE. When appropriate, Native Americans will also be included in the consultation process. Prepare a Data Recovery Plan as part of the Documentation for Consultation for Archaeological properties.
- (3) Hazardous Materials/Contamination Assessments
- (a) Conduct a Phase I investigation for the PROJECT in accordance with the Sponsor's Guide to Non-Traditional Transportation Project Implementation (Sponsor's Guide).
 - (b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.
 - (c) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

C. AGENCY COORDINATION

- (1) Section 401 and 402 Certifications:

This project is not eligible for DNR concurrence through the WisDOT/DNR Cooperative agreement and is subject to DNR Permitting requirements.

- (2) United States Fish and Wildlife.

Complete Information for Planning and Consultation (IPaC) according to USFW service instructions.

- (3) Department of Natural Resources (DNR).

Complete necessary permits required for the project. Coordinate threaten and endangered species with the DNR.

- (4) Native American Letters

CONSULTANT shall prepare email and submit to the DEPARTMENT.
DEPARTMENT mails hard copies.

D. UTILITY INVOLVEMENTS

- (1) Utility Coordination (Non Trans 220)

Perform all utility coordination in accordance with:

- a) The MANUAL
 - b) The WisDOT "Guide to Utility Coordination"
- (2) The MUNICIPALITY will provide the CONSULTANT with a list of known MUNICIPAL utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete but is furnished to assist the CONSULTANT. It should be verified and updated by the CONSULTANT.
- (3) The CONSULTANT shall confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities and shall keep the MUNICIPALITY and DEPARTMENT informed of all such coordination activities. The CONSULTANT shall provide the MUNICIPALITY and DEPARTMENT with plans and information that will allow it to meet its planned utility coordination schedule.

E. PUBLIC INVOLVEMENT

- (1) Public Involvement Meetings:

- (a) The CONSULTANT, after consultation with the MUNICIPALITY, shall prepare a Public Involvement Plan for the project according to the MANUAL.
- (b) In cooperation with the MUNICIPALITY, the CONSULTANT shall maintain a log of public involvement activities associated with the PROJECT.
- (c) During this CONTRACT, the CONSULTANT shall assist the MUNICIPALITY in answering questions from the public about the PROJECT.
- (d) The CONSULTANT shall conduct one informational meeting to acquaint the public with the concepts and probable impacts of this PROJECT. Meeting is anticipated to occur near the end of the preliminary design phase at approximately 45% of plan completion.
- (e) The CONSULTANT shall prepare all exhibits and documentary handout material and provide the equipment necessary to conduct the public informational meetings.

- (f) Prepare a summary report after the public involvement meeting(s).
- (g) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting.
- (h) The CONSULTANT shall make all the necessary arrangements for scheduling the meetings, preparing and mailing notices, and providing press releases for the MUNICIPALITY 's use.
- (i) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.
- (j) The Consultant shall develop a plan for keeping the public informed about construction status and access to businesses.
- (k) The CONSULTANT shall coordinate meeting schedules with the MUNICIPALITY's PROJECT representative, James Brunette.

F. MEETINGS

- (1) Hold an Operational Planning Meeting to discuss the organization and processing of the Services under this CONTRACT.
- (2) One meeting shall be held with local officials approximately two weeks before the first Public Informational Meeting. CONSULTANT shall coordinate with MUNICIPAL staff members prior to local officials meeting.
- (3) The CONSULTANT shall attend the real estate acquisition kick off meeting as scheduled by MUNICIPALITY.
- (4) Attend the pre-construction conference as scheduled by the MUNICIPALITY.

G. SURVEYS

- (1) Perform surveys referenced to Wisconsin Coordinate Reference System (WISCRS) NAD 83 (2011), Brown Zone and the Green Bay vertical datum, in US Survey Feet.
- (2) Set horizontal and vertical project control within the project area as described below:
 - a) The CONSULTANT shall set 6 vertical benchmarks in the project area and prepare a benchmark list describing the type and location of each benchmark set. If calibrating to the WISDOT CORS system, the CONSULTANT may set one benchmark at each end of the project via GPS (control point mode) and place values on the remaining benchmark by leveling.
 - b) The CONSULTANT shall set and determine horizontal coordinates on 6 Project Control points in the project area. All Project Control and Calibrations shall follow the guidelines of "Table 15.1 - Table of RTK Surveying

Guidelines" per FDM Chapter 9-30-15 – RTK Surveying Guidelines. The CONSULTANT is to prepare a tie sheet for each of the control points set.

- (3) Perform a full Topo/DTM survey including planimetric features. The CONSULTANT shall make such surveys as are necessary to accomplish the Services under this CONTRACT in accordance with the MANUAL. Such surveys shall be complete, detailed and as accurate as necessary to develop plans for the design of the PROJECT and to yield the data necessary for computation of the quantities of the items of work in the construction of the PROJECT. Tree groups and individual trees with a trunk diameter of 4 inches in diameter or greater will be included. Tree species shall not be collected. The limits/extends of the Topo/DTM survey are:

- a) Manitowoc Road from Hemlock Road to Main Street (Both Sides). Survey to include the area from the back of curb to 15 feet outside of the right-of-way. At intersections, survey to include the width of the right-of-way plus 15 feet outside of the right-of-way on each side for 50 feet North and South of the intersecting street right-of-way.

East and west along intersecting streets for 50 feet beyond the Manitowoc Road Right-of-Way for the width of the Right-of-Way plus 15 feet outside of the right-of-way on each side.

- b) Hemlock Drive from Manitowoc Road to Edgewood Drive (Both Sides). Survey to include the area from the back of curb to 15 feet outside of the right-of-way.

North and South along intersecting streets for 50 feet beyond the Hemlock Drive Right-of-Way for the width of the Right-of-Way plus 15 feet outside of the right-of-way on each side.

- c) Pecan Street from 50 feet West of Brosig Street to Manitowoc Road (North Side). Survey to include the area from the centerline to 15 feet outside right-of-way.

North along intersecting streets for 50 feet beyond the Pecan Street Right-of-Way for the width of the Right-of-Way plus 15 feet outside of the right-of-way on each side.

- d) Perform a utility survey within the Topo/DTM survey limits described in this scope. File a Diggers Hotline locate requests for all public underground utility facilities and promptly survey all marked facilities. Facilities include but are not limited to: Gas, Telephone, Communications, Cable TV, Fiber Optic, Electric, Water, Oil, Petroleum, Sanitary Sewer, Sanitary Force Mains, Steam, and Storm Sewer. Compare marked and surveyed facilities to utility system maps to identify discrepancies and work with utility owner to rectify. For any member facility owners that did not mark their utility facilities, submit one No-Show Relocate ticket specifying which member facility owners that were notified failed to mark their facilities on the specified job site. The CONSULTANT shall provide a copy of all the Diggers Hotline Tickets that were called in to locate the utilities. The CONSULTANT shall provide a copy of all the systems maps that were received from the utility companies. The CONSULTANT is to

complete a Utility Locator Assessment form. This form will assist in assessing the quality of the response received from the utility company and their locators. As necessary to accomplish the Services under this CONTRACT, sanitary and storm sewer depths will be measured from above by the CONSULTANT to determine the existing systems invert elevations within the utility survey limits. Pipe sizes and types will be recorded where possible by measurement and visual inspection from above. The CONSULTANT will not enter into any utility structures.

- e) Perform surveys that provide information necessary for the preparation of legal descriptions and exhibits detailing acquisitions that will be needed. Conduct a property corner and right-of-way monument search to locate existing property corners in the project corridor. Property corners will be used to help establish the existing right-of-way in the project corridor. Setting or resetting of property corner monuments lost during construction is excluded from the scope of services. Locate the section corners and/or Private Claim corners necessary for the establishment of the existing right-of-way and preparation of acquisition legal descriptions and exhibits. It is estimated that 7 section corners and/or Private Claim corners, or witness monuments thereto, need to be observed. Setting or resetting of section corners and/or private claim corners is excluded from the scope of services.

H. ROAD PLANS

- (1) The CONSULTANT shall prepare final sidewalk plans based on design concepts approved by the MUNICIPALITY.

Sidewalk plans are the compilation of documents and reproducible drawings depicting the location, character, dimensions, and relevant data necessary to the layout and construction of the prescribed work. Final plans shall consist, but not be limited to, of the following:

1. Overview Sheet
2. Typical Sections
3. Construction Details
4. Pedestrian Ramp Details
5. Erosion Control Plan
6. Removal Plan
7. Pavement Marking Plan
8. Traffic Control and Construction Staging Plan
9. Alignment Diagram
10. Plan Sheets
11. Cross Sections
12. Quantity Sheets
13. Traditional Right-of-Way Plat

NOTE: 60% and 90% complete plans to be completed in accordance with FDM requirements and incorporate MUNICIPALITY's standard details.

- (2) Cost estimates at 60% and 90% plan completion.
- (3) Consultant to prepare PS&E documents using Green Bay front end specifications and WisDOT specifications for construction items.

I. CONSTRUCTION BID LETTING

- (1) Consultant to follow the Non-Traditional Sponsor's Guide guidelines and requirements as it pertains to Construction Bid Letting.

J. ACQUISITION LEGAL DESCRIPTIONS AND EXHIBITS

- (1) Prepare legal descriptions and exhibits for use in acquiring Temporary Limited Easements and/or Fee takings. It is assumed that up to 90 parcels will require acquisition of Temporary Limited Easements and/or Fee takings as a result of the proposed project improvements.
- (2) The CONSULTANT shall obtain 90 title searches necessary to determine the existing right-of-way, approximate property lines, existing easements, and current ownership as listed in the title reports for the PROJECT.
- (3) The CONSULTANT shall obtain 90 title search updates to update previous title searches.
- (4) Legal Descriptions shall be provided for all individual parcels of land to be acquired as right-of-way or Temporary Limited Easement for the PROJECT. Right-of-way descriptions shall be by metes and bounds in accordance with the provisions as set forth in the MANUAL, or in the case of platted property by suitable reference to the platted data. For all unplatted property the right-of-way descriptions shall be referenced to and tied into the pertinent section corners and/or private claim corners. Temporary Limited Easements may be described as strips of a prescribed width and referenced to existing right-of-way and/or property lines.
- (5) The CONSULTANT shall prepare the descriptions using Microsoft Word software and provide an electronic copy to the MUNICIPALITY.
- (6) Acquisition exhibits shall show the following:
 - (a) Project number, Project title and limits, Exhibit number, Street name, North arrow, scale bar, parcel number, owners name, existing right of way, County or Municipality tax parcel number, Property lines of tax parcels being acquired from, Found IPs from any surveys of record.
 - (b) USPLSS ¼ - ¼ designation(s)/government lot numbers/private claim number, section, town, range, township (or local municipality), county and state.
 - (c) Lot, block and outlot information from Certified Survey Maps, Subdivision plats and any plats of record (if applicable).

- (d) Proposed area of acquisition, Type of interest required, acquisition boundary, purpose of acquisition, Property owner name disclaimer, Dimensions of acquisition area(s) to be acquired.
- (e) The proposed alignment for the project (same alignment that is used for the plan). Tangent bearings, PI coordinates and curve information shall not be included.
- (f) Utility lines that will be affected (if applicable), Utility (UTL) parcel number (if applicable), Utility owners name (legal name, d/b/a name or combination) (if applicable), Type of utility interest required (Temporary Release of Rights only – Temp ROR).
- (g) Graphic representation and reference purposes only disclaimer: "This exhibit is a graphic representation and is for reference purposes only. Refer to the conveyance document for parcel related details."
- (7) The CONSULTANT in two separate instances shall field locate and temporarily mark the new right-of-way and easement boundaries in a manner which will facilitate the appraisal of all affected parcels.
- (8) Monument new right-of-way boundaries in accordance with the procedures outlined in the MANUAL.
- (9) Changes to the proposed right-of-way and/or Temporary Limited Easements that occur following the initial relocation order (excluding hardship or protective purchase) are to be anticipated and are part of this contract up to one revision.

K. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

- (1) Concept definition report
- (2) List of utilities companies
- (3) Location of existing and proposed MUNICIPALITY utilities (storm and sanitary sewer, water main)
- (4) Soils report, as requested by CONSULTANT
- (5) Vertical Control
- (6) As-built plans
- (7) Existing right-of-way plats

PROSECUTION AND PROGRESS

- (1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT'S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards (Microsoft Project), or on paper.

- (2) The CONSULTANT proposes to sublet these services to:

For historical surveys to:

Commonwealth Heritage Group
8669 N. Deerwood Drive
Milwaukee, WI 53209
Greg Rainka
grainka@chg-inc.com
(414) 446-4121

For Title Searches to:

Knight Barry Title Services, LLC
840 Willard Drive, Suite 102
Green Bay, WI 54304
kbrault@knightbarry.com
Office: 920-965-1102, x11357

- (3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed before May 1, 2024.

Report Title	Date
Operational Planning Meeting	May 2024
Public Involvement Meeting	July 2024
Environmental Document	July 2024
Pre-DSR Meeting (60% Review)	August 2024
Preliminary Road Plan	September 2024
Design Study Report	September 2024
Acquisition Legal Descriptions and Exhibits	September 2024
Pre-PSE Meeting (90% Review)	July 1, 2025
Request to Advertise	September 1, 2025
Project Let	November/2025
Pre-Construction Conference	March/2026



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.11

To deny the request by Department of Public Works to approve the award for the purchase of rain barrels to Greenlane Environmental & Recycling Services Inc. in the amount of \$29,016.00.

BACKGROUND

This is a continuation of an ARPA funded project approved by Common Council on 2/1/2022. The approved ARPA funds were exhausted in 2023, and this proposed purchase will be funded through Stormwater Utility.

RECOMMENDATION

Award to Greenlane Environmental & Recycling Services Inc in the amount of \$29,016.

FISCAL IMPACT

\$29,016 Stormwater Utility.

ATTACHMENTS

- I. Rain Barrel Bid Summary_MS notes

CITY OF GREEN BAY BID SUMMARY
RFB# 2024-08 Rain Barrel with Diverter
ISSUED: 2/14/2024 DUE: 3/5/2024
CC: 33500

flat-sided barrel
↓

2024 Earthminded
50-Gallon Black
RainShed

previous
vendor from the past 2 years
↓

Aspen Eco 50-gallon

Divers Only

	VENDOR #1		VENDOR #2		VENDOR #3		VENDOR #4		VENDOR #5		VENDOR #6	
	Enviro World Corp		Greenlane Environmental & Recycling Services Inc.		EarthMark LLC		Tiles in Style, LLC		Atlas Defense International		Archie Supply, LLC	
DESCRIPTION	EA PRICE	TOTAL	EA PRICE	TOTAL	EA PRICE	TOTAL	EA PRICE	TOTAL	EA PRICE	TOTAL	EA PRICE	TOTAL
QTY 416-Rain Barral with Diverter Kit	\$64.50	\$26,832.00	\$69.75	\$29,016.00	\$72.00	\$29,952.00	\$93.00	\$38,688.00	\$49.27	\$20,493.84		
Diverter Kit									\$107.15	\$44,572.61	\$39.99	\$16,637.67
Total Amount:	\$26,832.00		\$29,016.00		\$29,952.00		\$38,688.00		\$65,066.45		\$16,637.67	



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.12

To approve the request by Department of Public Works to NOT award Contract WSG I-24 SALT STORAGE SHED CONCRETE REPAIRS due to need to reallocate funds to East Side Garage Salt Storage Shed design services.

BACKGROUND

No background information is necessary.

RECOMMENDATION

Recommendation is to not award

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.13

To approve the request by Department of Public Works to reallocate capital funds bonded for repairs to the West Side Garage salt storage shed to emergency repairs/replacement of the East Side Garage salt storage facility.

BACKGROUND

Staff requested \$65,000 of bond funds to complete routine repairs and upgrades to the salt storage facility at the West Side Garage in 2024. However, on March 29, 2024, Engineering Staff were informed of a structural failure of the wall systems on the East Side Garage salt storage facility. Engineering staff mobilized to the site and inspected the facility. During this inspection, it was noted that several columns have severe longitudinal cracking, including one column that has completely failed. Also, along both the north and west walls of the facility, the wall sections are structurally disconnected from the roofing system. The building is in structural failure and needs to be repaired or replaced. Repairs on the West Side Garage salt storage facility should be deferred and the funding should be reallocated to obtain design services from an outside structural consultant to determine if the facility can be repaired, or alternatively, to design a new facility.

RECOMMENDATION

Staff recommends the reallocation of capital funds.

FISCAL IMPACT

ATTACHMENTS

- I. ESG Salt Shed 03-29-24









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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.14

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

Consultant services for contaminated soils and groundwater determinations for contract 2024 CITY ROAD CONSTRUCTION PROJECTS, LEICHT MEMORIAL PARK, SEYMOUR PARK – WEST, AND FINGER ROAD SOFTBALL FIELD COMPLEX.

BACKGROUND

Due to the intended bidding schedules, anticipated construction timelines, and the schedule of Committee and Council Meetings, it is necessary for the Department of Public Works to begin work as soon as practical.

RECOMMENDATION

To approve the Department of Public Works to award the listed contract at staff level and report the award at the next Improvement and Services Committee Meeting following each contract award.

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.15

To approve the request by Department of Public Works to approve and accept ownership of the stormwater management ponds for the Mahon Creek Estates and the Mahon Creek Estates 1st Addition Subdivisions.

BACKGROUND

Stormwater management was required for the development of Mahon Creek Estates and Mahon Creek Estates 1st Addition to comply with City and State requirements. Wet ponds were constructed on Outlets 1 and 3 in 2009 and 2011 to satisfy these requirements. The subdivision is fully developed and the parcels containing the stormwater management ponds are currently owned by Capital Credit Union. City ownership would allow the City to provide the long-term maintenance necessary to manage the stormwater ponds.

RECOMMENDATION

To approve the Department of Public Works to accept ownership of the stormwater management ponds for the Mahone Creek Estates and the Mahon Creek Estates 1st Addition Subdivisions.

FISCAL IMPACT

The City will be responsible for ongoing maintenance and management of the stormwater ponds. Annual maintenance costs will be funded by the Stormwater Utility.

ATTACHMENTS

1. Mahon Creek Estates Deed & Map for I&S
2. Mahon Creek Estates 1st Addition Deed & Map for I&S

DOCUMENT NO.

WARRANTY DEED

THIS INDENTURE, Made by Capital Credit Union, hereby conveys and warrants to The City of Green Bay, a Wisconsin Municipal Corporation, grantee, for the sum of Ten and no/100 dollars (\$10.00) the following tract of land in Brown County, Wisconsin:

Outlot 1, Brown County Certified Survey Map Number 7386, as recorded in Volume 50 of Certified Survey Maps, Page 209, as Document Number 2219471, (being all of Outlot 1 and part of Lot 2, plat of Mahon Creek Estates, recorded in Volume 22 of Plats, Page 201, as Document Number 2165583), City of Green Bay, Brown County Wisconsin.

EXCEPTING therefrom that part of said Outlot 1, Brown County Certified Survey Map Number 7386, described as follows:

Beginning at the Southeasterly corner of said Outlot 1, Brown County Certified Survey Map Number 7386; thence along the south line of said Outlot 1, 3.17 feet along a 530.00 foot radius curve to the left whose chord bears N61°-36'-01"W, 3.17 feet; thence N29°-52'-48"E, 138.85 feet; thence S28°-34'-16"W, 138.80 feet to the point of beginning.

RETURN TO:
City of Green Bay - DPW
100 N. Jefferson Street
Green Bay, WI 54301

Tax Parcel Number 21-7879
EXEMPT per 77.25(2g)

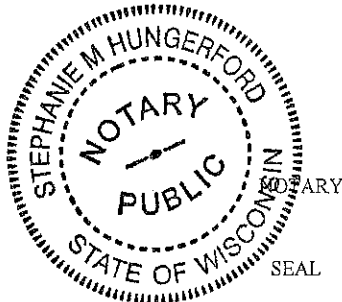
In Witness Whereof, the said grantor has hereunto set his hand and seal this 12 day of March, A.D., 2024.

SIGNED AND SEALED IN THE PRESENCE OF

x Jonathan Probst
Jonathan Probst - Chief Lending Officer
(print or type name and title above)

STATE OF WISCONSIN
BROWN County.

Personally came before me, this 12 day of March, A.D., 2024, above named Jonathan Probst - Chief Lending Officer to me known to be the person, who executed the foregoing instrument and acknowledged the same.

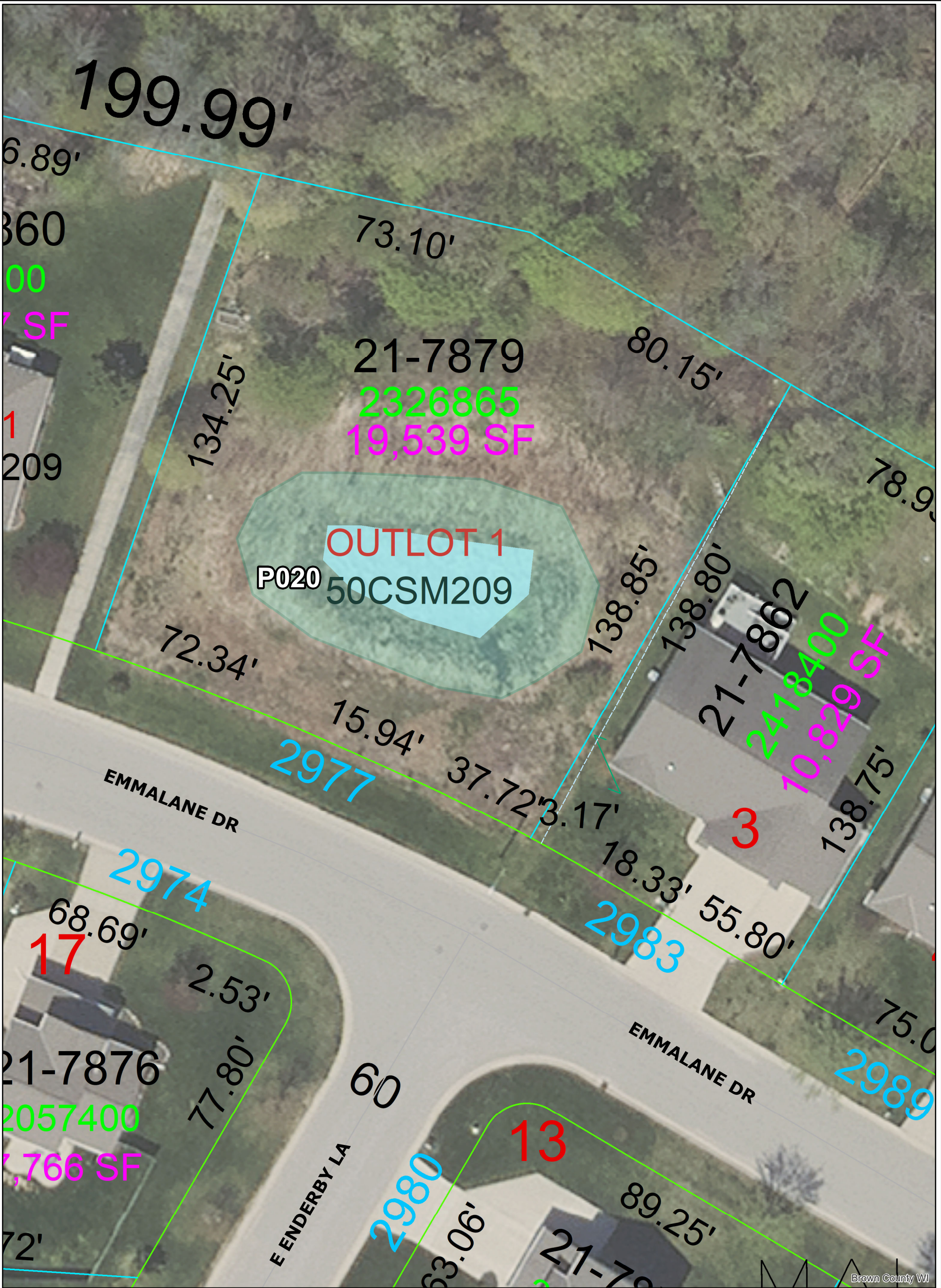


x Stephanie M Hungerford
Stephanie M Hungerford
(print or type name of notary above)

Notary Public, Brown County, Wis

My commission (expires) (is) 5-7-2027

THIS INSTRUMENT DRAFTED BY
Thomas H Giese - R/W Specialist



1" = 24'
1:287

Legend

Active Private Storm Water Ponds

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Map prepared by City of Green Bay Department of Public Works, A. Adams
Date Printed: 05 Mar 2024

X:\PubWorks\Maps\Maps for Abby\MS4 Annual Report Maps\2023\Maps - Updated\Stormwater Facility Locations\Storm Water Facility Locations - Ponds, Swales.mxd

**City of Green Bay
Private Storm Water Facility Locations
P020 Mahon Creek Estates Pond**

DOCUMENT NO.

WARRANTY DEED

THIS INDENTURE, Made by Capital Credit Union grantor, hereby conveys and warrants to The City of Green Bay, a Wisconsin Municipal Corporation, for the sum of Ten and no/100 dollars (\$10.00) the following tract of land in Brown County, Wisconsin:

All of Outlot 3, plat of Mahon Creek Estates 1ST Addition, recorded in Volume 23 of Plats, Page 47, as Document Number 2561795, City of Green Bay, Brown County Wisconsin.

RETURN TO:
City of Green Bay - DPW
100 N. Jefferson Street
Green Bay, WI 54301

Tax Parcel Number 21-8122
EXEMPT per 77.25(2g)

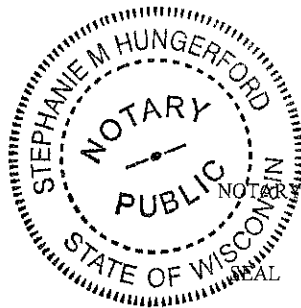
In Witness Whereof, the said grantor has hereunto set his hand and seal this 12 day of March, A.D., 2024.

SIGNED AND SEALED IN THE PRESENCE OF

x Jonathan Probst
Jonathan Probst – Chief Lending Officer
(print or type name and title above)

STATE OF WISCONSIN
BROWN County.

Personally came before me, this 12 day of March, A.D., 20 24,
above named Jonathan Probst – Chief Lending Officer to me known to be the person, who executed the foregoing instrument and acknowledged the same.



x Stephanie M Hungerford
Stephanie M Hungerford
(print or type name of notary above)
Notary Public, Brown County, Wis
My commission (expires) (is) 5-7-2027

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



1" = 33'
1:400

Legend

Active Private Storm Water Ponds

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Map prepared by City of Green Bay Department of Public Works, A. Adams
Date Printed: 05 Mar 2024

X:\PubWorks\Maps\Maps for Abby\MS4 Annual Report Maps\2023\Maps - Updated\Stormwater Facility Locations\Storm Water Facility Locations - Ponds, Swales.mxd

**City of Green Bay
Private Storm Water Facility Locations
P040 Mahon Creek 1st Addition Pond**



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # P.16

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Duke's Concrete Construction
- b. DeGroot Concrete LLC
- c. The Boldt Company
- d. Christensen Concrete & Excavating
- e. KPC Concrete Contractor LLC
- f. Loch Construction Co., Inc.
- g. Melnarik Concrete, Inc.
- h. Titledown Construction LLC
- i. Three Corners Concrete LLC
- j. Evraets Concrete Construction, LLC
- k. E&I Concrete Construction
- l. Helmle Construction & Concrete, LLC
- m. Deleers Construction, Inc.
- n. Bad Bass Concrete LLC
- o. Anderson Basement Repair, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # Q.1

To approve a request by Noble Roots Brewing Company, LLC at 2790 University Ave. to expand their license onto City Property.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. city property application
2. Noble Roots 2024 COI
3. tom giese revocable occupancy permit



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # Q.2

To grant an application for a "Class B" Liquor & Class "B" Beer license for 333 Main, LLC at 333 Main St. with a license premises description as "Hyatt Regency Hotel Green Bay, KI Convention Center, and Packer Plaza Outdoor Area," (Currently licensed as Hyatt Corporation).

BACKGROUND

RECOMMENDATION

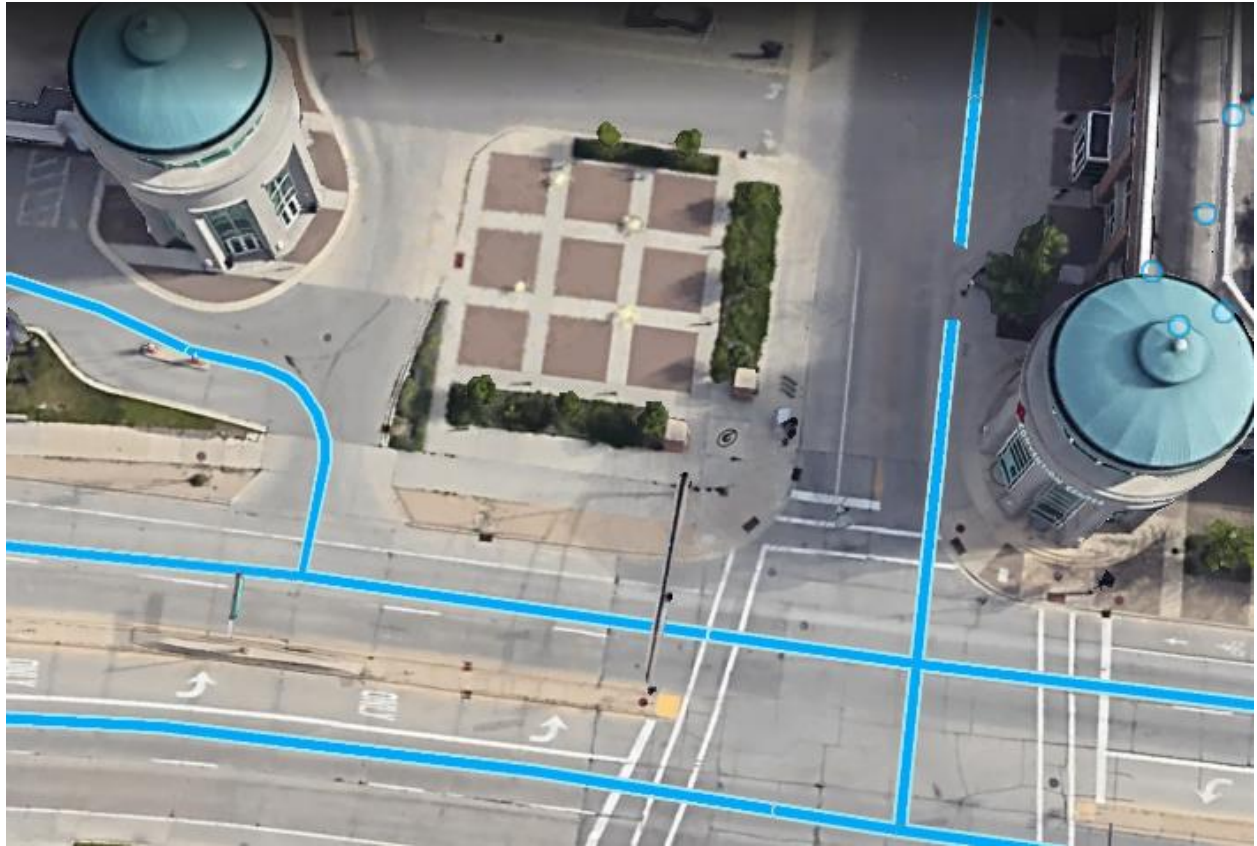
FISCAL IMPACT

ATTACHMENTS

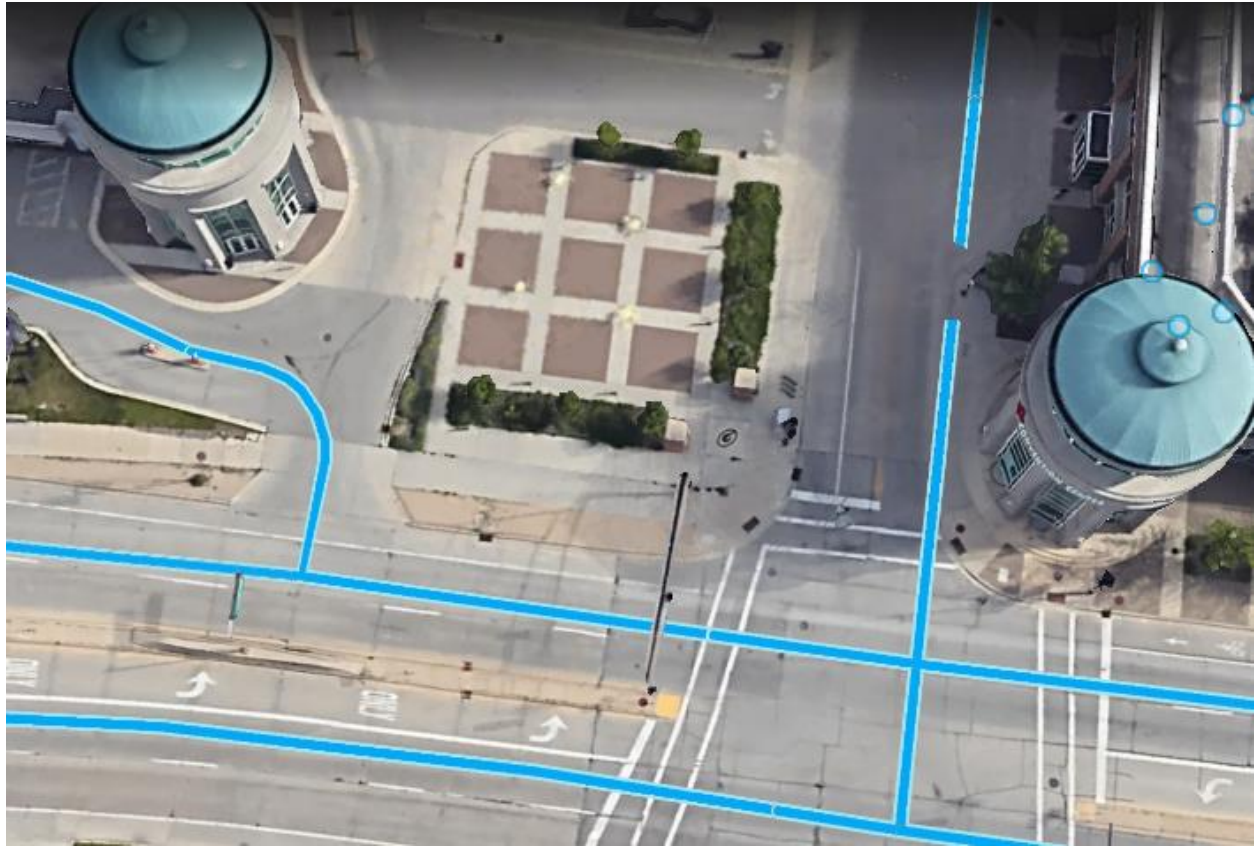
1. PACKER PLAZA PICTURE
2. 2024-03-19 Packer Plaza Birdseye and Street Views
3. 2024-03-19 Packer Plaza Birdseye and Street Views



Packer Plaza Birdseye and street views



Packer Plaza Birdseye and street views





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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # Q.3

To approve the request by Vic Theatre Green Bay, LLC at 217 E. Walnut St. to request an extension of the issuance of his liquor license to May 31, 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 217 E Walnut Extension Request
2. 125

(12) TRANSFER OF LICENSES AND PERMITS. (a) From place to place. Every alcohol beverage license or permit may be transferred to another place or premises within the same municipality. An alcohol beverage warehouse permit under s. 125.19, a winery permit under s. 125.53 or an intoxicating liquor wholesaler's permit under s. 125.54 may be transferred to another premises within this state. Transfers shall be made by the issuing authority upon payment of a fee of \$10 to the issuing authority. No retail licensee, retail permittee, intoxicating liquor wholesaler or holder of a warehouse or winery permit is entitled to more than one transfer during the license or permit year. This paragraph does not apply to a license issued under s. 125.51 (4) (v) or to a reserve "Class B" license, as defined in s. 125.51 (4) (a).



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # Q.4

To approve a request by Tar Escapades LLP at 2657 University Ave. to extend their license premises to "2 PICNIC TABLES TO BE PLACED OUTSIDE OUR 2 WINDOWS IN FRONT OF UNUSED ATTACHED GARAGE" on May 5, May 9, May 10, May 11, May 16, May 17, May 18, May 22, May 23, May 24, May 26, May 30, May 31, June 1, June 6, June 7, June 8, June 13, June 14, June 15, June 20, June 21, June 22, June 27, June 28, June 29; July 4, July 5, July 6, July 11, July 12, July 13, July 18, July 19, July 20, July 25, July 26, July 27, August 1, August 2, August 3, August 8, August 9, August 10, August 15, August 16, August 17, August 22, August 23, August 24, August 29, August 30, August 31, and September 1. (dates after July 1 subject to the approval of the 2024-2025 renewal application).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. LIMITED EXPANSION-2657 UNIVERSITY
2. LIMITED EXPANSION ADDITIONAL INFORMATION
3. limited expansion fact sheet



Clerk & Treasurer's Office
100 North Jefferson Street - Room 106
Green Bay, Wisconsin 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone 920.448.3010
Fax 920.448.3016

Limited Expansion of Outdoor Areas Fact Sheet

Approval:

The Common Council may authorize a licensed establishment a temporary expansion of their licensed premises. The premises, as described in a license application under this chapter, may include a privately owned or controlled outdoor area for use no more than three (3) consecutive days and no more than ninety (90) days in a licensing year.

Who Qualifies:

A licensee holding any Class "B" (beer), "Class B" (liquor), or "Class C" (wine) license, as defined under Section 4-3, shall submit to the Clerk a separate application for Temporary Expansion of a Licensed Premises.

To File with the Clerk:

- Submit the Temporary Expansion License Application.
- A description and photos of the outdoor area to be included in the expansion. The expanded area is subject to the requirements of Wis. Stats. Ch. 125 and this Code



The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.

Protection & Policy Committee Meetings:

All requests are heard through the Protection & Policy and Common Council Meetings. Requests must be submitted the Tuesday prior to the meeting to be on the agenda.

2024 Protection & Policy and Common Council Dates (subject to cancellation):

Protection & Policy Meeting Date	Council Meeting Date (Final Action Taken)	Deadline to File to be on the agenda)
March 11, 2024	March 19, 2024	Tuesday, March 5, 2024
April 15, 2024	April 23, 2024	Tuesday, April 9, 2024
April 29, 2024	May 7, 2024	Tuesday, April 23, 2024
May 13, 2024	May 21, 2024	Tuesday, May 7, 2024
June 3, 2024	June 11, 2024	Wednesday, May 22, 2024
June 17, 2024	June 25, 2024	Tuesday, June 11, 2024
July 22, 2024	July 30, 2024	Tuesday, July 16, 2024
August 19, 2024	August 27, 2024	Tuesday, August 13, 2024
September 9, 2024	September 17, 2024	Tuesday, September 3, 2024
September 23, 2024	October 1, 2024	Tuesday, September 17, 2024
October 7, 2024	October 15, 2024	Tuesday, October 1, 2024
October 28, 2024	November 12, 2024	Tuesday, October 22, 2024
November 18, 2024	December 3, 2024	Tuesday, November 12, 2024
December 9, 2024	December 17, 2024	Tuesday, December 3, 2024

Once the Request is Filed with the Clerk:

Once an extension is filed with the online form or via US Mail or email, the Clerk will notify you to attend a Protection & Policy Committee Meeting. If you do not receive an e-mail with 5 days of submitting, please contact the Clerk's Office at (920) 448-3010. The Protection & Policy Committee makes a recommendation to grant/deny the request. Final action will be taken by Council. If approved, a license for the event dates will be mailed to the mailing address on file.

Other Factors:

Fencing. Outdoor areas shall be delineated by temporary fencing or similar barrier capable of limiting ingress and egress to licensed areas, unless additional egress is needed for a public safety purpose.

Noise. No musical instruments, radios, juke boxes, or other means of electric sound amplification may be used or operated in a licensed outdoor area after 10:00 p.m., unless a permit has been granted by the Chief of Police pursuant to Section 24-146(e) of this Code or Section 39.01 of the Brown County Code of Ordinances.

Unlicensed outdoor area. An unlicensed outdoor area adjacent to and used in conjunction with the licensed premises shall not be used for the purpose of serving or consuming alcohol beverages.

Licensee responsibility. Any licensed outdoor area is subject to all regulations of this chapter and Wis. Stats. Ch. 125.

Maintaining order. The licensee shall maintain peace and order over any outdoor area adjacent to and used in conjunction with a licensed premises whether said outdoor area is licensed. Violation of this section may result in the Police Department exercising its authority under this section to order any outdoor premises or the entire licensed area closed in the public interest.

An establishment holding an alcohol beverage licensee may apply for a temporary expansion of a licensed premises to a public area, by submitting an application to the Clerk. Expansion is limited to property owned or controlled by the licensee. A licensee may be authorized by a special event permit to utilize a street or park property, but may not sell alcohol in the public area. The temporary expansion of a licensed premise for a one-day or otherwise limited day event shall be approved by the Protection and Policy Committee.



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # Q.5

To approve the City of Green Bay Pesticide Use Policy.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. City of Green Bay Pesticide Use Policy - Final Redline 3.20



CITY OF GREEN BAY ~~CITY-WIDE~~PARKS POLICY

Policy Title City of Green Bay Pesticide Use Policy	Last Revised <u>3/21/2024</u> 2/20/2024
Policy Source Parks, Recreation & Forestry Dept.	Legal Review Date <u>2/26/2024</u>
Sustainability Commission Approval 2/21/2024 <u>Protection and Policy Committee</u> <u>Approval</u> <u>3/25/2024</u>	City Council Approval

I. Purpose

It is the purpose of this policy to define best management practices, policies, and procedures within an Integrated Pest Management (IPM) Policy for the use of fertilizers and pesticides on City of Green Bay property.

II. Policy

It is the policy of the City of Green Bay to provide turf, vegetation, and pest management practices and procedures for City properties that meet the needs of all users, as well as follow ~~current Wisconsin Pesticide Law and DNR regulation NR 151.13 where applicable~~ applicable state and federal laws.

III. Definitions

Category A Areas	Parks, recreation facilities and other city properties will have a 15% or less tolerance for pests. These areas include Bay Beach Amusement Park, athletic fields where quality turf is critical to player safety and fair play or turf areas around facilities that receive high public use or visibility. All categories will not tolerate invasive species which are listed in Wisconsin NR 40.
Category B Area	Parks, recreation facilities and other city properties will have a 16-40% tolerance for pests. Included in this category are areas where turf quality and appearance are important, but not critical. Examples of these areas include the Wildlife Sanctuary, boulevards and triangles that serve as entrances to the City, along major streets, and arterials, etc. All categories will not tolerate invasive species which are listed in Wisconsin NR 40.
Category C areas	Parks, recreation facilities and other city properties will have up to a 75% tolerance for pests. All categories will not tolerate invasive species which are listed in Wisconsin NR 40.
Category D areas	

Stormwater management facilities will have specific management plans. The City will determine pest tolerance on a case-by-case basis.

Hard Surface Areas	Sidewalks/walkways, ROW, trails, parking lots, tennis courts, basketball courts, and similar, etc. in parks or on other City property.
Fast-release Fertilizer	Formulated to release its nutrients quickly. This quick release of nutrients provides immediate nutrients to the turf.
Slow-release Fertilizer	Formulated to release its nutrients over a 2–3-month period.
Pesticide	Any product used to prevent, destroy, repel, or mitigate damage from any pest (e.g., insecticides, pesticides, herbicides, fungicides).
Pest	Any organism declared under Wisconsin Admin. Code ch. 5 ATP 29.02: <i>Organisms are declared to be pests when present under circumstances where they may be injurious to persons, property, or the environment:</i> 1) <i>Animals other than humans.</i> 2) <i>Plants, fungi, or their parts growing where not wanted.</i> 3) <i>Microscopic organisms or viruses other than those on or in living animals or humans</i>
Invasive Species	An organism that is not indigenous, or native, to a particular area that can cause great economic and environmental harm. Such species are listed in Wisconsin Ch. NR 40.
Noxious Weeds	Any plant listed under Wis. Stats. §§ 23.235(1)(a) or 66.0407(1)(b), Wis. Stats.
Broad-spectrum Pesticide	A pesticide that is effective against a wide range of species.
Selective Pesticide	Products designed to control specific plants, such as broad leaf weeds, while not harming the other plant species that share common areas.
Restricted-use pesticide (RUP)	A pesticide designated as such by the EPA because it may generally cause, without additional regulatory restrictions, unreasonable adverse effects on the environment, including injury to the applicator. A restricted-use pesticide may be used only by a certified applicator.
Commercial applicator not-for-hire	A commercial applicator who applies pesticides as part of their employment but does not contract out application services. Examples include public employees.
Certified applicator	A person certified by DATCP to use pesticides. A private or a commercial not-for-hire applicator must be certified to use or direct the use of restricted-use pesticides.
Integrated Pest Management (IPM)	IPM is a unified approach that integrates all beneficial control measures into a comprehensive pest control program.
Label	The information printed on or attached to the pesticide container or wrapper.
Restricted-entry interval (REI)	The time after the end of a pesticide application during which entry into the treated area is restricted according to label directions.

IV. Discussion

This policy attempts to set standards for turf quality, invasive species control, pest control, and establish acceptable policies and procedures that will maintain quality and ~~for~~ reduce the need for chemical treatment within these areas. This can be accomplished primarily by:

- 1) Giving preference to non-pesticide means of controlling pests when the effectiveness and efficiency of control is competitive with pesticide treatment alternatives as determined by Department Directors or designated qualified employees. Alternative control methods may include but are not limited to mowing, prescribed burning, manual removal, establishment of desired vegetation, spot cutting, replenishing mulch beds, and smothering.
- 2) Placing mulching rings around trees and other desired vegetation to lessen the need for string trimming and pesticide use.
- 3) Utilizing spot application method of selective pesticide versus broadcast application.
- 4) Applying selective pesticides on an as needed basis instead of yearly.
- 5) Proper mowing and fertilization techniques as directed by product label, manufacturer, and industry standards to increase quality of turf grass and thus reducing the presence of pests.
- 6) Continuing education and training of staff that use or direct the use of pesticides.
- 7) Converting unused or underutilized areas of turf grass to desired native plant communities where possible.

V. Procedures

1. The City of Green Bay shall only provide managed turf areas in those areas and locations that are identified in Categories A, B, and C.
2. Category D, stormwater management facilities shall have their own specific management plan.
3. All WDNR NR 151.14 requirements shall be followed before the application of any fertilizer, including soil testing, development of a comprehensive turf management plan for each park, facility ~~and/or~~ property.
4. The controlled use of selective and non-selective pesticides shall be applied using the following policies and procedures.
 - a. The application of pesticide will only be considered when the quality of turf, plant beds, habitat health, or wood chip areas does not meet the established standards within listed categories and all other methods to improve the turf or vegetation quality are ineffective or cost prohibitive, as determined by Department Directors, or designated qualified employees.
 - b. Only properly trained staff or someone under their direction shall apply any pesticide in accordance with ATCP 29.26(2.a).
 - c. If a private contractor is used, the contracts for these services will require the contractor to comply with this policy.
 - d. The application of any pesticide will follow the directions on the product label.

- e. Pre-application check of equipment shall take place before each application to account for weather conditions; foliar spray of pesticide will not be applied if wind is 15mph or greater.
 - f. Spray patterns for non-selective pesticides will not exceed 6" around any object or on either side of a fence line when using non-selective pesticides (exception for softball/baseball outfield warning track).
 - g. The application of pesticide on athletic fields shall be scheduled when the fields are not scheduled for use for a minimum of 24 hours.
 - h. No person may cause pesticide to enter the waters of the state, either directly or through a sewer system in accordance with ATCP 29.50.
 - i. When necessary, pesticide products approved for aquatic applications may be used near waterways and sewers.
 - j. No mixing or loading of pesticides will be permitted within 8' of a storm sewer inlet in accordance with State Statutes.
 - k. Only vinegar, soap and water mixture will be used around playground equipment and woodchip surfacing when effective. Effectiveness will be reviewed by qualified staff on an annual basis to maintain the level of maintenance established in the appropriate Category.
 - l. Within 25 feet of food production zones, only pesticides approved under the Food Quality Protection Act (FQPA) will be utilized.~~Foliar application of pesticide should not be applied within 10' of food production zones.~~
 - m. Spot applications as opposed to broadcast applications will be used whenever feasible.
 - n. Pesticide with the best documented effectiveness will be used for the control of invasive species as defined in WDNR NR40 as needed to protect City-owned infrastructure and habitats.
5. The controlled use of fertilizers shall be applied using the following policies and procedures.
- a. Fertilizers will be used when establishing or re-establishing new turf areas (sodding may be suggested more frequently).
 - b. The amount of fertilizer applied to parks, athletic fields or other City properties will be determined by soil testing results and standards identified in Wisconsin DNR Technical Standard #1100 and other accepted turf management practices.
 - c. Fertilizers shall be swept or blown off or removed from paved areas.
 - d. A mixture of slow and fast release types of fertilizer will be used to be most effective.
 - e. Fertilizers will be applied in the fall season primarily. If deemed necessary for athletic field improvements, fertilizers may also be used in the spring and summer.
 - f. When possible, only slow-release fertilizers will be used near water to reduce risk of runoff.
6. Public notice of application will follow the policies and procedures listed below.
- a. In accordance with State Regulations, public notice of application will be required as directed by the pesticide label and be readily visible for the documented Restricted-entry interval (REI) present on the product label.
 - b. Additionally, a standard notification will be readily accessible to the public, by means set by the Department Directors, for a minimum of 24 hours following the application of pesticides on turfgrass, plant beds, or large mulched areas where public recreation and/or pedestrian access occur on City Property.

- c. Public notification is not required for individual tree applications within the parks or street ROW's unless written on product label.
- 7. Other general turf management policies and procedures will include:
 - a. Mower heights will be set at 3" in City Parks.
 - b. Mower heights will be set between 4 – 6" in City ROW to allow equipment access.
 - c. A frequent mowing schedule is preferred, ideally never trimming more than 1/3 off the grass plant. Proper mowing practices eliminate 60-70% of potential weed problems.

City of Green Bay Property Classifications

The level of maintenance in each category is subject to staff levels and availability of funding.

Category A

Areas listed in this category will have a 15% or less tolerance for pests. Tolerance for pests does not include invasive species; these will be maintained at a minimum tolerance.

- Bay Beach Amusement Park
- City Hall grounds
- Athletic Fields in City Parks
- Joannes Aquatic Center
- Resch Aquatic Center
- Colburn Pool
- City Deck
- Bay Beach Amusement Park
- Hard surface areas will have a Category A classification if both the following conditions exist:
 - Undesirable vegetation that grows in cracks can create an unsafe surface for users.
 - Untreated weeds in hard surface cracks can lead to surface damage.

Category B

Areas listed in this category will have up to a 40% tolerance for pests. Tolerance for pests does not include invasive species; these will be maintained at a minimum tolerance.

- Wildlife Sanctuary Publicly Accessible area
- Triangle Hill
- Fox River Trail
- East River Trail
- Baird Creek Trail
- West Side Trail
- Metro Transit operated grounds
- Fire and Police Station grounds
- Highway 41 ROW Plantings and RoundABOUTs
- I-43 Business Park Entrance Plantings
- Metro Boat Launch

Category C

Areas listed in this category will have up to a 75% tolerance for pests. Tolerance for pests does not include invasive species; these will be maintained at a minimum tolerance.

- Wildlife Sanctuary Natural Areas
- RDA owned property
- All Other City Parks
- Other City properties not mentioned above excluding stormwater facilities

Category D

This category includes stormwater management facilities which will have their own specific management plans. Tolerance for pests will be determined on a case-by-case basis in accordance with the individual management plan.



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

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # Q.6

Informational Only: Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Comm Police P&P 03.20.24
2. 23-24LiqVio 3.20.24

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: March 20, 2024

From March 8, 2024 to March 20, 2024, there have been no liquor violations, no DA referrals, no ordinance violations, no warnings and no property referrals.

Sincerely,

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

kc

2023/2024 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Maxwell C. Barnowsky 23-246542 W2023-374-144	Black Saddle 201 N. Washington St.	No Licensed Operator on the Premises (Owner)	Issued Written Warning
Dylan J. Weires 23-246542 W2023-792-006	Black Saddle 201 N. Washington St.	Loitering in a Licensed Premises after Hours	Issued Written Warning
Dylan J. Weires 23-247371 2324737181401	Black Saddle 201 N. Washington St.	Disorderly Conduct	Court Date: 10/30/23; Guilty; \$376
Nathaniel D. Maas 23-248994 2324899480801	Cock and Bull 1237 Main Street	Bartending without an Operator's License	Court Date: 11/6/23; Guilty, \$187
Scott M. Opolka 23-248994 2324899480802	Cock and Bull 1237 Main Street	Bartending without an Operator's License	Court Date: 11/6/23; Guilty by Default, \$187
Kendra C. Willis 23-248994 2324899480803	Cock and Bull 1237 Main St.	Bartending without an Operator's License	Court Date: 11/6/23; Guilty, \$187
Jason E. Charles 23-253930 W2023-557-087	Getaway Bar 631 Bellevue St.	Disorderly House/Failure to Maintain Order	Issued Written Warning
Randal G. Trembl 23-262321 2326232143901	Brewski's Bar 1100 S. Broadway Street	Violation of Stipulation/Agreement	Court Date: 2/5/24

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

April 16, 2024

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

ALLEN, JASMINE E	TURNER, BRANDON C
BUECHNER, JOSHUA J	Turriff, Amy Jo
Cardoso, Elida L	Varelas, Jessica L
Deitz, Joseph A	Whitcomb, Robin K
Flores, Julio	Wiercinski, Jean M
Givens, Caelan M	Wilson, Anthony R
Gray, Jacob M	Wiltgen, Anthony K
Hallet, Faith A	Woida, Michael V
Hang, Ntxhoo	WOLFE, NATALIE L
Herrera Manrique, Hipolito	Woller, Madison P
Ho, Chuenlun M	
Huff, Alyssa R	
Jones, Savanna T	
Kaur, Baljinder	
Kean, Brittany E	
Koronkiewicz, Matthew J	
Krueger, Anthony C	
Le Mere, Stephanie A	
Leder, Paul M	
Legois, Karen A	
Magee, Autumn EL	
Mendez Gonzalez, Alondra	
Mertens, Christoper P	
Nielsen, Robert M	
Olbrantz, Jessica L	
Petry, Mark A	
Reis, Daniel R	
Rich, Donna M	
Roeder, Maryah S	
Sutrick, Alexis A	
Torres, Francis M	



Report to the Green Bay Plan Commission

MEETING DATE

April 16, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # S.I

To approve the request to release two, 10-foot storm sewer easements for Pilgrim Lutheran Church at 1731 St. Agnes Drive (Parcel 6-311) (ED 24-01), subject to the following condition:

- I. A sewer easement over the relocated sewer is granted to the City of Green Bay by the property owner from Chateau Drive to Liberty Street.

BACKGROUND

Primary Address: 1731 St. Agnes Drive

Alderson/District: Alder Eck / District 11

Reason for Request: To discontinue unnecessary utility easements.

Analysis: The applicant is requesting to discontinue two, 10-foot storm sewer easements as part of a building expansion project. These easements are outdated and do not correctly align with the existing or proposed storm sewer on the project site. The owners have agreed to grant any necessary easements over the relocated sewers.

Ald. Eck, adjoining property owners, and the agencies below, were informed of the request. Agencies were informed that if they failed to respond or indicate locations of facilities, it will be assumed that none are present. No objections were received from property owners.

- Department of Public Works: No Objection with Condition
- Wisconsin Public Service: No Objection
- AT&T: No Response
- Green Bay Water Utility: No Objection
- Time Warner Cable: No Response
- Department of Parks, Recreation, & Forestry: No Response
- American Transmission Company: No Objection
- Mobilitie: No Response
- NEW Water: No Objection
- Charter: No Response

RECOMMENDATION

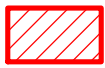
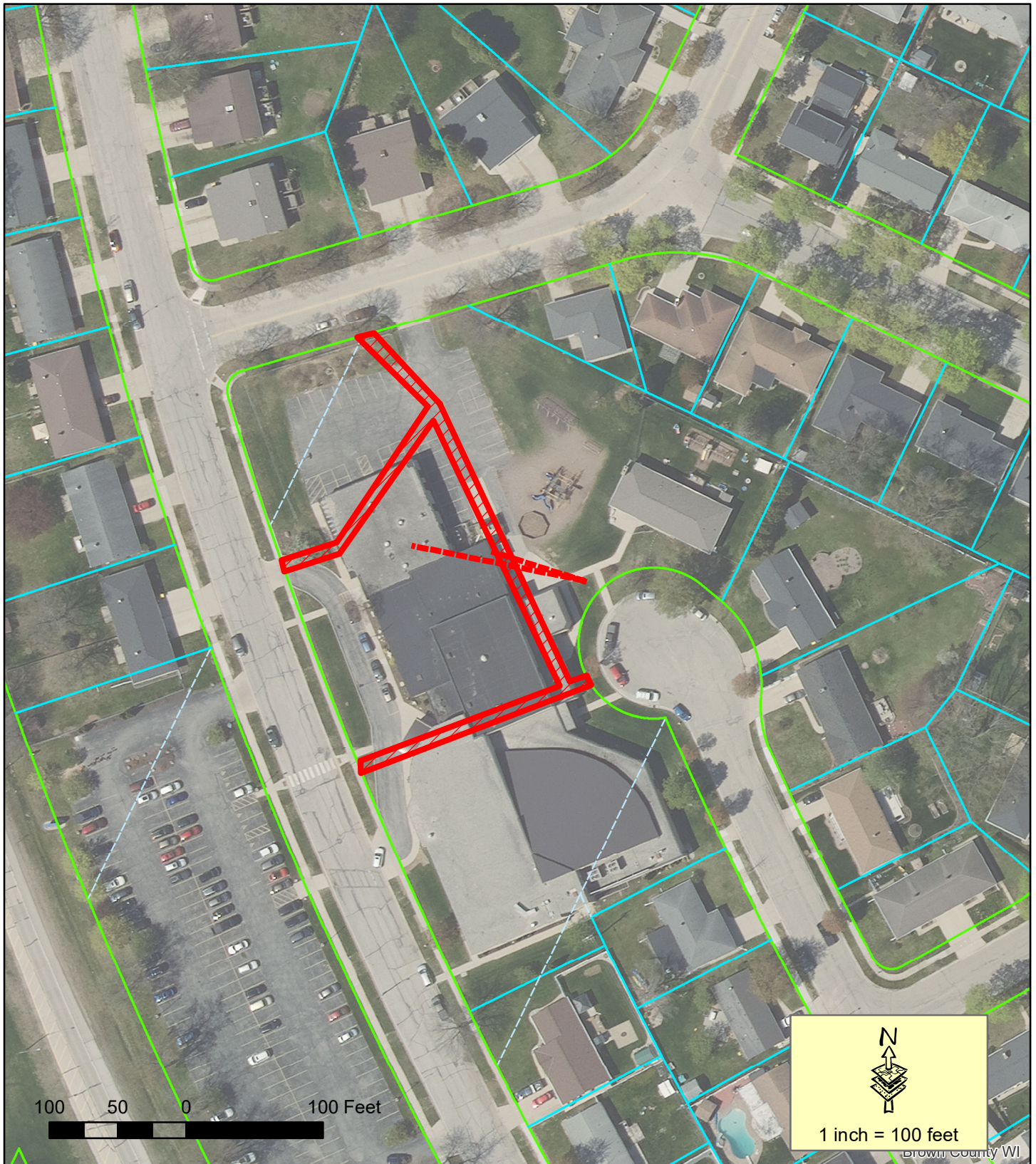
Approval of the request, subject to the following condition:

- a. A sewer easement over the relocated sewer is granted to the City of Green Bay by the property owner from Chateau Drive to Liberty Street.

FISCAL IMPACT

ATTACHMENTS

1. ED 24-01 Map (amended)
2. ED 24-01 Application
3. ED 24-01 Pilgrim Lutheran School Easement Narrative
4. ED 24-01 Alta Final 02-09-24 S-3841
5. ED 24-01 Resolution - 1731 St. Agnes Dr (Pilgrim Lutheran Church)



Easement Area



Easement Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DM.

Utility Easement Discontinuance (ED 24-01) 1731 St. Agnes Dr.





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: 1731 St Agnes Drive, Green Bay, WI 54304

Parcel Number(s): 6-311

Petitioner(s): Pilgrim Lutheran Church, Tom Beaulieu, Trustee Date: 02/19/2024

Email: tombeaulieu@pilgrimluth.org Phone Number: (920) 412-6700

Address: 1731 St. Agnes Drive City: Green Bay State: WI Zip: 54303

Property Owner: Pilgrim Lutheran Church Phone Number: 920-412-6700

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, Tom Beaulieu, Trustee, Pilgrim Lutheran Church, 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: PILGRIM LUTHERAN CHURCH Tom Beaulieu Date: 02/26/2024

Petitioner Signature(s): Tom Beaulieu, TRUSTEE

Checklist of required attachments:

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

For office use only:

Review Fee: _____

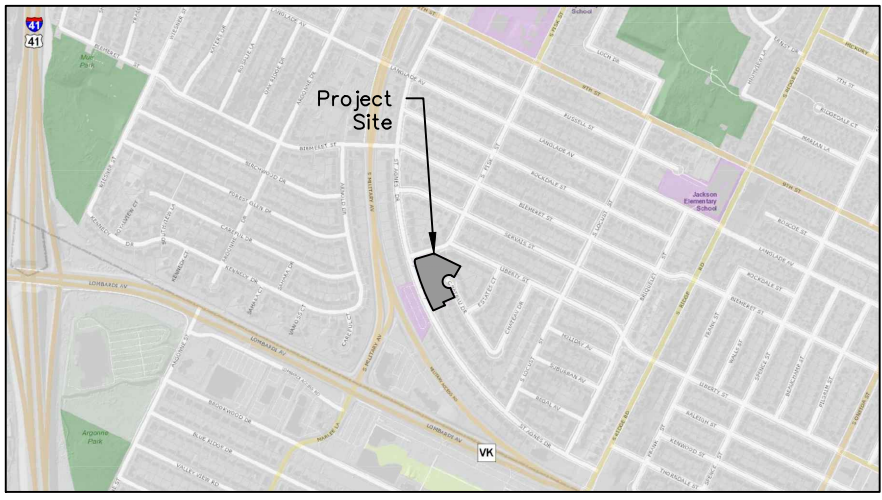
Receipt No.: _____

Zoning Petition No.: ED 24-01

SUBJECT: 1731 St. Agnes Drive Pilgrim Lutheran School Addition – Easement Narrative

We are requesting the discontinuation of two 10' storm sewer easements on the 1731 St. Agnes Drive property. The two easements to be discontinued are labeled B-II, #8 and B-II, #10 on the attached ALTA/NSPS Land Title Survey. These easements are outdated and do not correctly align with the existing or proposed storm sewer on the project site. The legal description of the property is as follows. Part of Parcel "A" Volume 1, Certified Survey Maps, Page 377, Map No. 218, Document No. 592036, Brown County Records, part of Lot 17 of the recorded plat of "Chateau Estates Subdivision", (Volume 11, Plats, Page 8, Document No. 559237, Brown County Records), part of Lot 1 of the recorded plat of "Rosewood Subdivision", (Volume 15, Plats, Page 45, Document No. 758160, Brown County Records), and part of the West ½ of Lot 20, C.L.A Tank's Subdivision of Private Claim 12 and North ½ of Private Claim 13, West Side Fox River, all Brown County Records, City of Green Bay, Brown County, Wisconsin.

Location Sketch (Not to Scale)



ALTA / NSPS Land Title Survey

Part of Parcel "A", Volume 1, Certified Survey Maps, Page 377, Map No. 218, Document No. 592036, Brown County Records, part of Lot 17 of the recorded plat of "Chateau Estates Subdivision", (Volume 11, Plats, Page 8, Document No. 559237, Brown County Records), and part of the West ½ of Lot 20, C.L.A. Tank's Subdivision of Private Claim 12 and North ½ of Private Claim 13, West Side Fox River, all Brown County Records, City of Green Bay, Wisconsin.
- 1731 St. Agnes Drive -

Graphic Scale: 1" = 30'



NOTES

- Monuments are shown hereon.
- Address of parcel surveyed is 1731 St. Agnes Drive, Green Bay, Wisconsin, 54304.
- PI Public Institutional District(City of Green Bay Ordinance as of January 3rd, 2024) (No Zoning Report)
- Minimum Lot Area (sq. ft.): 10,000 sq. ft.
- Minimum Lot width: 80 ft.
- Maximum height(feet): Building height shall not exceed that permitted in the most restrictive abutting district.
- Maximum impervious surface coverage: Impervious coverage shall not exceed that permitted in the most restrictive abutting district.
- Front Yard Setback: 15 feet
- Side Yard Setback: 10 feet and The side facade of a corner building adjoining a public street shall maintain the front setback of the adjacent property fronting upon the same public street. If no structure exists on the adjacent property, no less than half of the front setback applies.
- Rear Yard Setback: 15 feet

SCHEDULE B-II NOTES

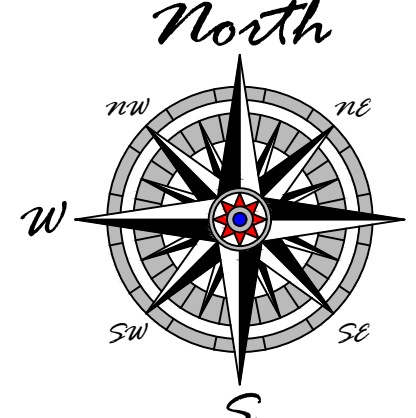
- Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession of the Land.
- Easements, claims of easements or encumbrances that are not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflict in boundary lines, shortages in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
- Restrictive Covenants, Notes, Setbacks, Easements and other matters contained on Map No. 218 recorded in Vol. 1 Certified Survey Maps, Page 377, as Doc. No. 592036 and on Map No. 1488 recorded in Vol. 6 Certified Survey Maps, Page 137, as Doc. No. 837152. (Parcel I) (Plotted as shown)
- Finding, Determination and Declaration establishing a Controlled Access Highway recorded in Vol. 74 Miscellaneous Records, Page 218 as Doc. No. 456120. Notices recorded in Vol. 860 Records, Page 192 as Doc. No. 697275, in Vol. 860 Records, Page 272 as Doc. No. 697326, and in Vol. 860 Records, Page 277 as Doc. No. Order to vacate a portion of Controlled Access Highway recorded in Jacket 5952 Records, Image 19 as Doc. No. 992278. (Parcel I) (Parcel I doesn't have direct access to U.S.H. "41" (Presently known as Military Avenue) Not Plotted)
- Easements for sewer and water purposes recorded in Jacket 111 Records, Image 6 as Doc. No. 827948, in Jacket 11258 Records, Image 35 as Doc. No. 1105411 and as Doc. No. 2230893. (Parcel I) (Plotted as shown)
- Application for Revocable Permit recorded as Doc. No. 2815308. (Parcel I) (doesn't affect subject parcel)
- Restrictive Covenants, Notes, Setbacks, Easements and other matters contained on Plat of Chateau Estates Subdivision recorded in Vol. 11 Plats, Page 8, as Doc. No. 559237. (Parcel I) (Plotted as shown and restrictive covenants have expired)
- Easement recorded in Vol. 617 Records, Page 544 as Doc. No. 598557. (Parcel I) (Plotted as shown)
- Restrictive Covenants, Notes, Setbacks, Easements and other matters contained on Plat of Rosewood Subdivision recorded in Vol. 15 Plats, Page 45, as Doc. No. 758160. (Parcel I) (Plotted as shown)

LIBERTY STREET
(Public Street)

ST. AGNES DRIVE
(Public Street)

Legend

- 1" iron pipe found
- 2" iron pipe found
- cut + found
- Brown County monument type noted
- round catch basin
- storm sewer manhole
- curb inlet
- sanitary sewer manhole
- hydrant
- water valve
- gas meter
- air conditioner
- electrical transformer
- electrical pedestal
- fiber optic manhole
- light pole
- power pole
- anchor wire
- OHE
- concrete curb & gutter line
- concrete paver
- concrete
- concrete retaining wall
- blacktop
- grate area
- existing building
- existing deck
- landscape area
- chain link fence line
- wooden fence line
- top of slope
- holy cross
- flag pole
- sign
- basketball hoop
- handicap parking space



NOTES

Bearings referenced to a line between a Corner on the South line of the North ½ Private Claim 13, West Side of the Fox River, Brown County ID Number 40X/Y-14/15 and a Corner on the North line of Private Claim 12, West Side of the Fox River, Brown County ID Number 40X/Y-14/15, assumed to be N26°47'14"E

The County Monuments used in this survey are shown and their ties have been found and verified and/or Brown County Planning and Land Services has been notified of any discrepancies.

Site was Majority snow covered at time of Survey.

LEGAL DESCRIPTION PER SURVEY

Part of Parcel "A", Volume 1, Certified Survey Maps, Page 377, Map No. 218, Document No. 592036, Brown County Records, part of Lot 17 of the recorded plat of "Chateau Estates Subdivision", (Volume 11, Plats, Page 8, Document No. 559237, Brown County Records), part of Lot 1 of the recorded plat of "Rosewood Subdivision", (Volume 15, Plats, Page 45, Document No. 758160, Brown County Records), and part of the West ½ of Lot 20, C.L.A. Tank's Subdivision of Private Claim 12 and North ½ of Private Claim 13, West Side Fox River, all Brown County Records, City of Green Bay, Wisconsin, more fully described as follows:

Commencing at a Corner on the South line of the North ½ Private Claim 13, West Side of the Fox River, Brown County ID Number 40X/Y-14/15; thence N26°47'14"E, 1354.87 feet to a Corner on the North line of Private Claim 12, West Side of the Fox River, Brown County ID Number 40X/Y-14/15; thence N64°05'09"W, 1944.64 feet to the Northeast Corner of Parcel A, Volume 1, Certified Survey Maps, Page 377, Map No. 218, Document No. 592036, Brown County Records, and the Point of Beginning; thence S25°48'41"W, 113.74 feet along the East line of said Parcel A, also being the West line of Lot 18 of recorded plat of "Chateau Estates Subdivision", (Volume 11, Plats, Page 8, Document No. 559237, Brown County Records); thence N50°27'57"W, 18.73 feet along the East right of way Chateau Drive; thence 218.19 feet along said right of way being the arc of a 55.00 foot radius curve to the left whose long chord bears S15°21'58"W, 100.36 feet; thence 104.82 feet along the West line of said right of way of being the arc of a 2686.60 foot radius curve to the left whose long chord bears S24°31'07"E, 104.81 feet; thence S62°45'41"W, 110.03 feet; thence 23.00 feet along the South line of Lot 17 of said plat, also being the North line of Lot 1 of the recorded plat of "Rosewood Subdivision", (Volume 15, Plats, Page 45, Document No. 758160, Brown County Records), being the arc of a 2796.59 foot radius curve to the left whose long chord bears S25°58'06"E, 23.00 feet; thence S63°41'07"W, 110.03 feet; thence 483.54 feet along East right of way of St. Agnes Drive being the arc of a 2906.62 foot radius curve to the right whose long chord bears N21°24'37"W, 482.98 feet; thence 23.66 feet along a 15.00 foot radius curve to the right whose long chord bears N28°32'30"E, 21.28 feet to the South right-of-way of South Fisk Street; thence N73°43'41"E, 171.86 feet along said South right-of-way, thence S64°04'19"E, 260.89 feet along the North line of said Parcel A, also being the South line of Lots 4, 5, 6 and 7 of recorded plat "Briquelet Subdivision Number One", (Volume 9, Plats, Page 12, Document No. 511478, Brown County Records), to the Point of Beginning.

Parcel contains 117,572 square feet / 2.70 acres, more or less.
Parcel subject to easements and restrictions of record

LEGAL DESCRIPTION PER TITLE COMMITMENT

The Land referred to herein below is situated in the County of Brown, State of Wisconsin, County of Brown, State of Wisconsin and County of Brown, State of Wisconsin, and is described as follows:

Parcel I:

Lots A and B of Vol. 1 Certified Survey Maps, Page 377, Map No. 218, Doc. No. 592036; said map being part of Lot Twenty (20), Tank's Subdivision of Private Claim 12 and the North 1/2 of Private Claim 13, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, except that part described in Doc. No. 2255129.

AND

That part of Lot Three (3) of Vol. 6 Certified Survey Maps, Page 137, Map No. 1488, Doc. No. 837152; being part of Lot Twenty (20), Tank's Subdivision of Private Claim 12 and the North 1/2 of Private Claim 13, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Beginning at the Southern most corner of Lot 3, Vol. 6 Certified Survey Maps, Page 137; thence North 25 deg. 36 min. 35 sec. East a distance of 204.41 feet; thence South 71 deg. 15 min. 49 sec. West to the Southwesterly boundary of Lot 3, Vol. 6 Certified Survey Maps, Page 137; thence Southeasterly along said boundary to the point of beginning.

AND

Part of the West 1/2 of Lot Twenty (20), according to the recorded Plat of Tank's Subdivision of Private Claim 12 and the North 1/2 of Private Claim 13, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

All that part of the West 1/2 of the said Lot 20, lying Southerly of the South right-of-way line of Fisk Street and Easterly of the East right-of-way of St. Agnes Drive.

AND

Lot Seventeen (17), except the Southeasterly 75 feet, according to the recorded Plat of Chateau Estates Subdivision, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

AND

Part of Lot One (1), according to the recorded Plat of Rosewood Subdivision, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the Northwest corner of Lot 1 located at the right-of-way line of St. Agnes Drive; thence North 25 deg. 49 min. 29 sec. East along the Northwestern line of Lot 1 a distance of 72.02 feet to the point of beginning; thence continuing North 25 deg. 49 min. 29 sec. East along the Northwestern line of Lot 1 a distance of 67.68 feet to an iron pipe marking the Northeast corner of Lot 1; thence 41.62 feet along the East line of Lot 1 along the arc of a 2796.62 foot radius curve to the left the chord of which bears South 25 deg. 44 min. 37 sec. East 41.62 feet; thence South 63 deg. 46 min. 26 sec. West a distance of 53.02 feet to the point of beginning.

Tax Parcel No. 6-311

This being the same property as described in First American Title Insurance Company, Title Commitment Number 18119-TI-1, dated December 21st, 2023. (Parcel 1 Only, excluding part of Parcel 1 that lies West of the right of way of St. Agnes Drive)

To: Pilgrim Lutheran Church a/k/a Pilgrim Lutheran Church Inc., Lutheran Church Extension Fund Missouri Synod, its successors and/or assigns as their respective interests may appear., First American Title Insurance Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 6, 7(a), 7(b)(1), 7(b)(2), 8, 9, 10, 13, 16, 17 & 18 of Table A thereof. The field work was completed on February 9th, 2024.

Date of Plot of Map: February 9th, 2024.



Steven M. Bieda
sbieda@vierbicher.com
www.vierbicher.com

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1-2	219.19'	55.00'	100.36'	S15°21'56"W	228°20'14"	N81°11'49"E
2-3	104.82'	2686.60'	104.81'	S24°31'07"E	2°14'08"	S23°24'03"E & S25°38'11"E
4-5	23.00'	2796.59'	23.00'	S25°58'06"E	0°28'17"	S25°41'57.5"E & S26°10'14.5"E
6-7	483.54'	2906.62'	482.98'	N21°24'37"W	9°31'54"	N18°38'40"W & N26°10'34"W
7-8	23.66'	15.00'	21.28'	N28°32'30"E	90°22'21"	-

Pilgrim Lutheran Church

vierbicher
planners | engineers | advisors



ALTA / NSPS Land Title Survey

- 1731 St. Agnes Drive -

SCALE
1"=30'

DRAWING NO.
S-3841

SHEET NO.
1 of 1

PROJECT NO.
P-10306

File: P-10306ALTA 011924.dwg

400 Security Blvd Ste 1, Green Bay, WI, (920) 434-9670

Data File: P-10306.txt

Fieldwork Completed: 02/02/2024



**RESOLUTION AUTHORIZING RELEASE OF
UTILITY EASEMENTS AT 1731 ST. AGNES DRIVE
(ED 24-01)**

April 16, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting the release of two 10' public utility easements at 1731 St. Agnes Drive (Parcel # 6-311) and more particularly described as follows:

Tax Parcel Affected: 6-311

Part of Parcel "A" Volume 1, Certified Survey Maps, Page 377, Map No. 218, Document No. 592036, Brown County Records, part of Lot 17 of the recorded plat of "Chateau Estates Subdivision", (Volume 11, Plats, Page 8, Document No. 559237, Brown County Records), part of Lot 1 of the recorded plat of "Rosewood Subdivision", (Volume 15, Plats, Page 45, Document No. 758160, Brown County Records), and part of the West ½ of Lot 20, C.L.A Tank's Subdivision of Private Claim 12 and North ½ of Private Claim 13, West Side Fox River, all Brown County Records, City of Green Bay, Brown County, Wisconsin more described as follows:

WHEREAS, the Plan Commission of the City of Green Bay approved said release at its meeting on April 8, 2024.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 24-01 and the recommendation of the Plan Commission on April 8, 2024, the City of Green Bay does authorize the two requested easement discontinuances located at 1731 St. Agnes Drive. The two easement discontinuances are more particularly described as follows:

- 1: Easement shown on Certified Survey Map 287, Volume 1, page 378, recorded as Document Number 592036 described as follows: Beginning at the Southeast corner of Lot A of said Certified Survey Map 287, thence N 24°51' 12" W, 240.16 feet to the center line of a 10-foot-wide easement; thence N 67° 15' 52" E, 222.28 to the terminus of a 10-foot-wide easement.

Easement Document Number 837152, facilities occupy this easement.

- 2: Easement Recorded in Jacket 111 of Records Image 6, Document Number 827948 described as follows: A 10.0 foot strip of land in part of Parcel A of the Certified Survey Map recorded in Volume 1 of Certified Survey Map, Page 377, Brown County Records, being in the City of Green Bay, Brown County, Wisconsin, the centerline of which is more particularly described as follows: Commencing at the Southeast corner of said Parcel A and running thence N. 22° 44' 08" W. 240.0 feet to the centerline of the existing 10.0 foot easement dedicated in said certified survey; thence N. 67° 15' 52" E. along the centerline of said existing easement 160.0 feet to the point of beginning; N. 27°-04'- 08" W. 233.0 feet; thence S. 32° 15' 52" W. 129'0 feet; thence S. 69° 55' 52" W. 40.0 feet more or less to the Northline of St. Agnes Drive and end of said 10.0

foot strip.

Easement Document Number 1105411 more particularly described as follows: A 10.0 foot strip of land in part of Parcel A of the Certified Survey Map recorded in Volume 1 of Certified Survey Maps, Page 377, Brown County Records, being in the City of Green Bay, Brown County, Wisconsin, the centerline of which is more particularly described as follows: commencing at the Southeast corner of said Parcel A and running thence N. 22°-44'-08" W. 240.0 feet, thence N. 67°-15'-52" E 160.0 feet to the point on the centerline of the existing 10.0- foot easement described in 1976 Jacket 111, Image 6, Brown County Records; thence N. 27° 04' 08" W. 233.0 feet along said existing easement to the start of said described centerline; thence N. 51° 47' 08" W. 121.0 feet more/or less to the east line of Liberty Street and the end of said described centerline.

Easement Document Number 2230893 more particularly described as follows: Part of C.L.A. Tanks Subdivision of Private Claim 12 & North 1/2 of 13, East 1/2 of Lot 20, City of Green Bay, Brown County, Wisconsin described as follows: The centerline of the easement is described as follows: Commencing at the Northwest corner of Lot 17 of the recorded plat of Chateau Estates; Thence North 36 degrees 12 minutes 56 seconds West a distance of 50.88 feet to an existing manhole; Thence North 26 degrees 30 minutes 16 seconds West a distance of 51.08 feet to the right of way line of Chateau Drive and the point of beginning of the described centerline of the easement;

Thence continuing North 26 degrees 30 minutes 16 seconds West a distance of 12.27 feet; Thence North 75 degrees 21 minutes 30 seconds West a distance of 49.39 feet; Thence North 79 degrees 07 minutes 03 seconds West a distance of 82.80 feet to the right of way line of Liberty Street and the end of the described centerline of easement.

BE IT FURTHER RESOLVED, the easement discontinuances shall be filed with the Register of Deeds and recorded by the property owner.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

DM
Attachment – Map

LIBERTY STREET

ST. AGNES DRIVE

CHATEAU DRIVE

EASEMENT AS RECORDED IN
827948 & 1105411

EXISTING STORM LINE ASSUMED
TO BE IN EASEMENT RECORDED IN
DOC. 2230893 (BASED ON
BUILDING ADDITION
OVER EXISTING LINE)

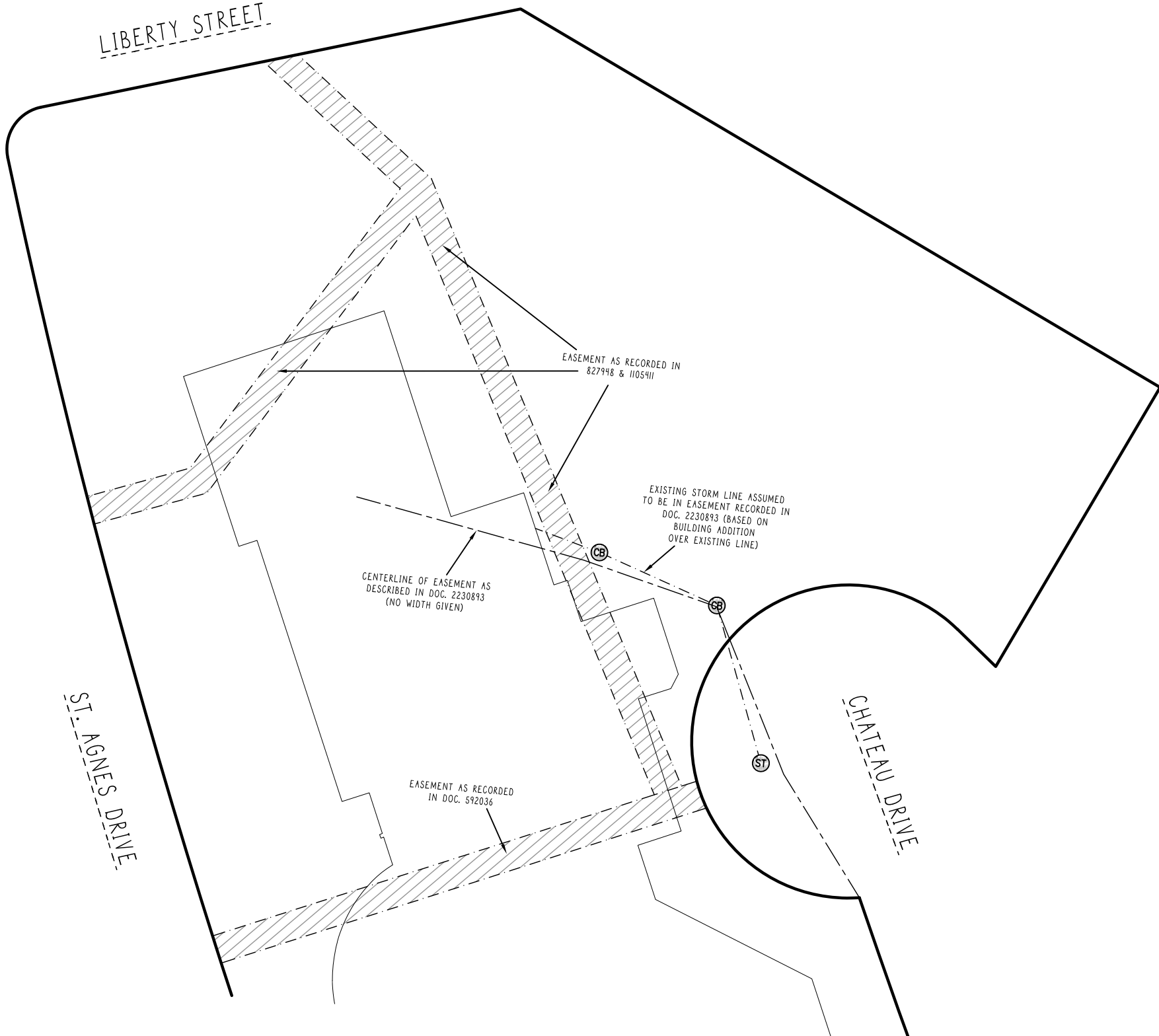
CENTERLINE OF EASEMENT AS
DESCRIBED IN DOC. 2230893
(NO WIDTH GIVEN)

EASEMENT AS RECORDED
IN DOC. 592036

CB

SP

ST





Report to the Green Bay Plan Commission

MEETING DATE

April 16, 2024

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # S.2

To approve the request to rezone property located at 1400 Block of South Huron Road (Parcel 21-186) from Rural Residential (RR) Zoning to Varied Density Residential (R3) Zoning (ZP 24-06) (Public Hearing held 4/8/2024).

BACKGROUND

Reason for Request: The proposed rezoning will allow for future development of the site to include varied density residential uses such as multi-family housing.

Surrounding Zoning and Land Uses:

Subject Property: Rural Residential (RR) | Open Space

North: Rural Residential (RR) and I-43 Business Park PUD | Open Space and Distribution Facility

South: Village of Bellevue | Agricultural

East: Public Institutional (PI) | Agricultural

West: Varied-Density Residential (R3) | Multiple Family Residential

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends two uses on the 30.5 acre property. A small strip of the property is deemed business park while the majority of the site calls for medium intensity retail office housing. A zoning change to varied-density residential (R3) is an acceptable function in this parcel.

Report: This zoning change application takes into account Parcel 21-186, which is a 30.5 acre property located along the east side of the 1400 block of South Huron Road. The property is located at the city limits adjacent to the Village of Bellevue. The property is zoned RR and the applicant is working on behalf of Gerry Bigelow who is conceptually seeking to create a multi-family development along the southern and eastern edge of the existing property.

The petitioner has provided a conceptual site layout for the property using 14 buildings with attached garages which utilize 12 units in each building. This would account for 168 units on the property. The petitioner has stated the conceptual layout is based on the idea of having a single entrance with vehicular and pedestrian access occurring in a boulevard like fashion with either apartment units, stormwater management, or wetlands flanking the access points. The property has a large wetland running through the center of the property. Projected development places improvements to the south and east of the wetlands, leaving an undeveloped area alongside the front of Huron Road in the northwest corner of the larger property. The petitioner may choose to create a land division in the future to sell off the northwest corner of the existing 30-acre property.

The petitioner has been in touch with the Fire Department and the Department of Public Works to determine feasibility on the site. The conceptual layout was reviewed by FD, and they will work with Bigelow on approaches to ensure emergency safety, but the general concept works since it includes a large turnaround at the end of the property and multiple vehicular lanes to leave the property at the driveway.

DPW has reviewed and utilities access the site.

Ald. J. Hutchison, neighbors within 400 feet of the property, and the Village of Bellevue Clerk have been notified of the meeting based on Plan Commission policy. Staff has not received any inquiries about the request as of the drafting of this report.

RECOMMENDATION

Approval of the request to rezone the property from Rural Residential (RR) to Varied-Density Residential (R3).

FISCAL IMPACT

ATTACHMENTS

1. 24-06 Rezone Application
2. 24-06 Exhibit
3. ZP 24-06 Applicant Narrative
4. 24-06 Map
5. Draft ZO 06-24 1400 Block S Huron Rezone RR to R3



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: Huron Road

Parcel Number(s): 21-186

Petitioner(s): Brad Rymer - Vierbicher - agent for Gerry Bigelow Date: 02/22/24

Email: brym@vierbicher.com Phone Number: 920-434-9670

Address: 400 Security Boulevard City: Green Bay State: WI Zip: 54313

Property Owner: Huron Limits LLC Phone Number: 920-619-9028

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, Brad Rymer - Vierbicher (agent for Gerry Bigelow), 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: 2-22-24

Petitioner Signature(s): Brad Rymer

Digitally signed by Brad Rymer
Date: 2024.02.22 11:08:59 -0600

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.: _____

Huron Road

N2°03'28"W 1029.64'

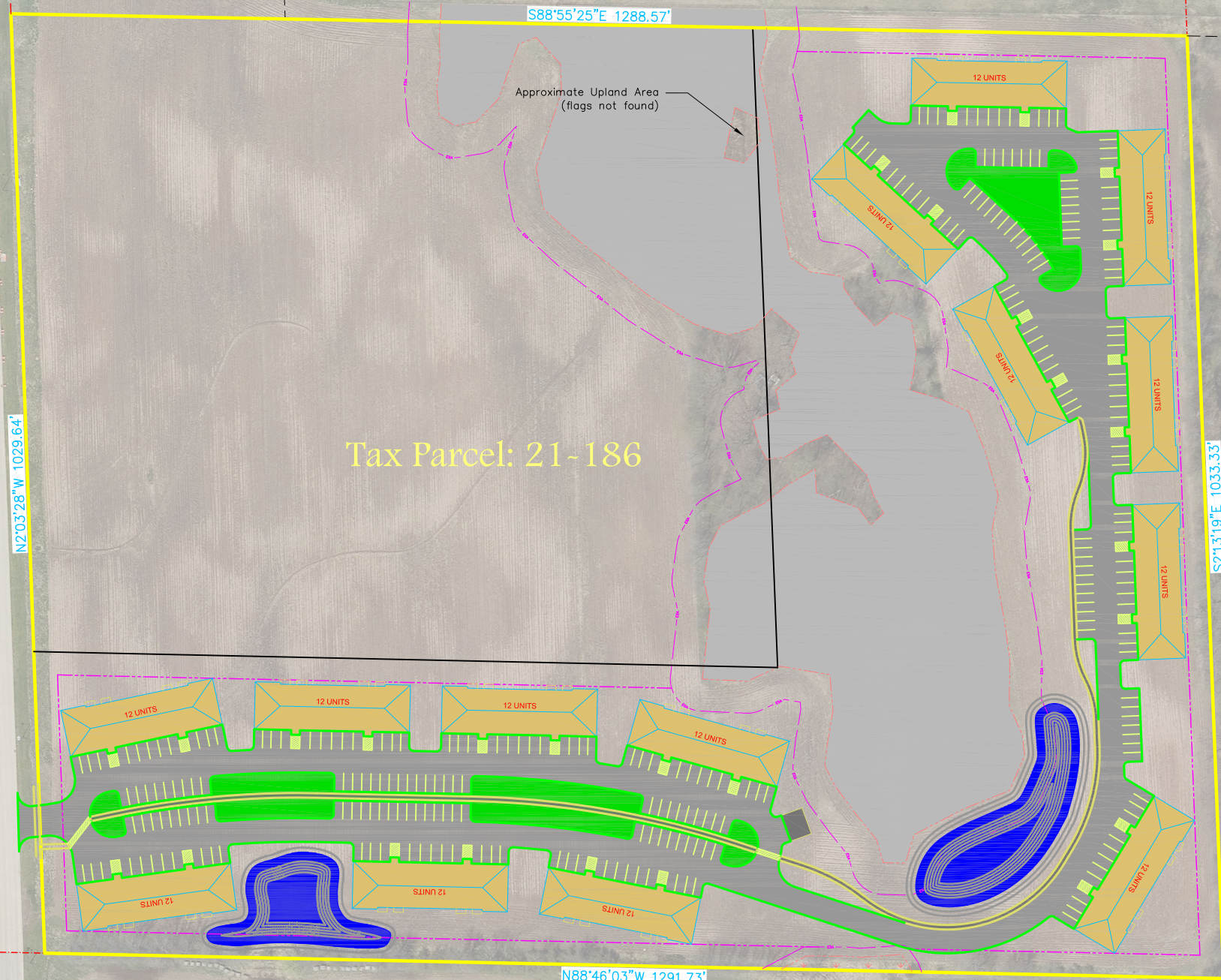
Tax Parcel: 21-186

S88°55'25"E 1288.57'

Approximate Upland Area
(flags not found)

N88°46'03"W 1291.73'

S2°13'19"E 1033.33'



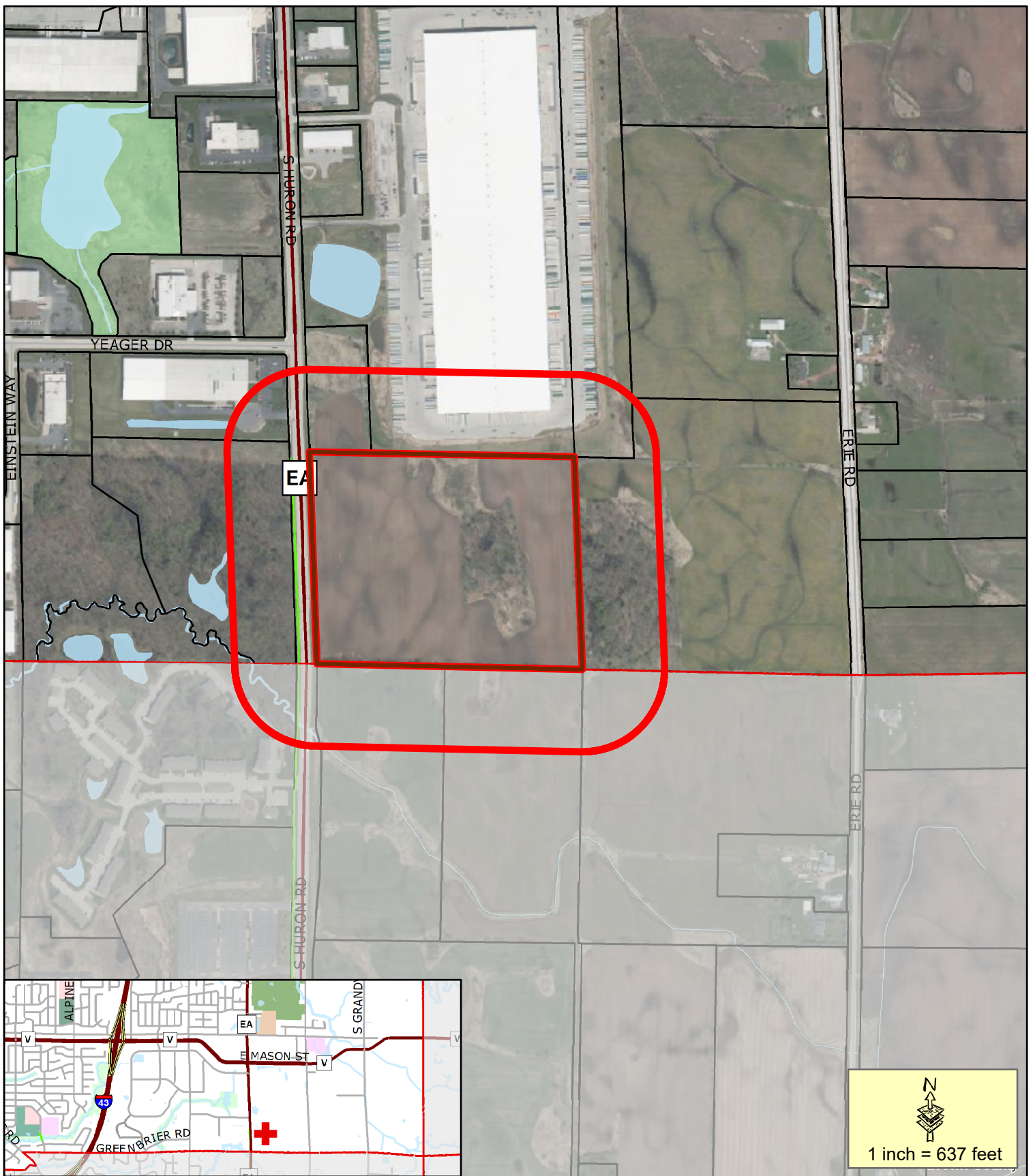
Client: Gerry Bigelow

File: B-17223

Date: 03/04/24

Narrative for rezone of Parcel 21-186...

Tax Parcel 21-186 is located on South Huron Road (C.T.H. "EA") in East Green Bay at the Southern edge of the City where it meets the Village of Bellevue. The parcel is located Southerly and adjacent to the Proctor & Gamble distribution center in the I-43 Industrial Park. The area is a transition area from the City's industrial park to the Village of Bellevue's future C.T.H. "EA" corridor (currently being studied). Across Huron Road (C.T.H. "EA") to the West is an existing multi-family development followed to the South by the YMCA, Bellin Clinic, and Bellin College of Nursing. To the East and South of the subject parcel are undeveloped lands in both the City and Village. The land to the East, in the City of Green Bay, largely consists of wetland areas making development directly adjacent to the property line unlikely. The subject parcel contains a large delineated wetlands effectively splitting the parcel. We are requesting the parcel to be rezoned from Rural Residential to R-3 Residential. A site plan has been included to show a possible multi-family development on the site.



Proposed Conditional Use Permit Parcel

400' 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
(RR) Rural Residential to
(R3) Varied Density Residential
1400 Block of S Huron Road (East Side of Road)

ZONING ORDINANCE NO. 06-24

**AN ORDINANCE REZONING THE PROPERTY LOCATED AT
THE 1400 BLOCK OF SOUTH HURON ROAD (PARCEL NO. 21-186) FROM
RURAL RESIDENTIAL (RR) DISTRICT TO VARIED-DENSITY RESIDENTIAL
(R3) DISTRICT
(ZP 24-06)**

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 tax parcel 21-186 which is located on the 1400 Block of South Huron Road from Rural Residential (RR) District to Varied-Density Residential (R3) District.:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-THREE (23), NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPT THAT PART DESCRIBED IN DOCUMENT NO. 1826348 AND EXCEPT ROAD.

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 _____, 2024.

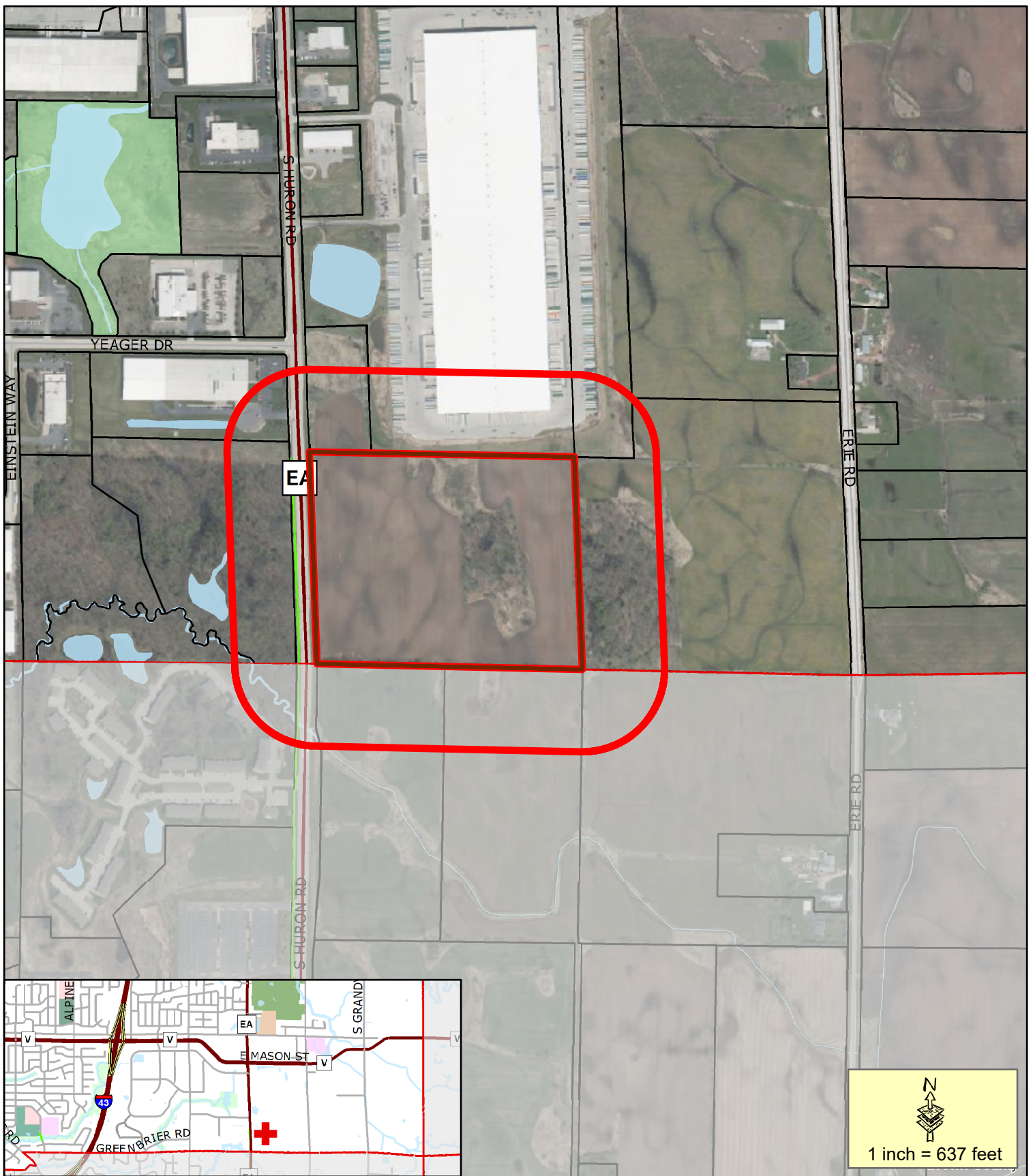
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

jel
Attachment – Map



Proposed Conditional Use Permit Parcel

400' Property Owner Notice

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Map prepared by JL

Rezone Request
(RR) Rural Residential to
(R3) Varied Density Residential
1400 Block of S Huron Road (East Side of Road)



Report to the Green Bay Plan Commission

MEETING DATE

April 16, 2024

PREPARED BY

David Buck, Staff

AGENDA ITEM # S.3

To approve the request to create a Planned Unit Development (PUD) at 211 N Broadway for the development of Green Bay Public Market (ZP 24-07), subject to the following conditions:

1. Adoption of the draft PUD.
2. The PUD regulations in relation to the rear/west façade of the structure be reevaluated for appropriateness in five years from the Public Markets occupancy should a multi-story structure not be constructed adjacent to the west.

(Public Hearing held 4/8/2024).

BACKGROUND

Primary Address: 211 N Broadway (Parcel Number 4-71)

Aldersperson/District: Ald. Johnson / District 9

Reason for Request: To permit the development of a public market that includes restaurant, retail and service uses.

Subject Parcel Zoning and Land Use: Subject property is zoned Downtown (DI) and was most recently office space and is now vacant.

Surrounding Zoning and Land Uses:

North: Downtown (DI) | Commercial retail, service, entertainment and mixed-uses

South: Downtown (DI) | Commercial retail

East: Downtown (DI) | Commercial retail and parking

West: Downtown (DI) | Public parking

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Downtown uses. The Downtown future category allows and promotes high-intensity office, retail, housing, entertainment, convention, and public land uses, preferably in mixed-use buildings with strong pedestrian orientations. This PUD is in keeping with this designation.

Analysis/Report: This request is for the development of the Green Bay Public Market. The market is proposed to include approximately 45,000 square feet with room for approximately 20 businesses, a community event space, demo kitchen, and additional tenant space. Modeled after the Milwaukee Public Market, the venue will be situated as a regional attraction with vendor prospects including a mix of prepared food, fresh food, and publicly accessible community spaces. Parking is not required for nonresidential uses in the Downtown district, but this development will be serviced by on-street parking, shared parking lots with area businesses, and the public parking lot located adjacent to the property to the west, as the current use is today.

The project will include the substantial redevelopment of the existing Old Fort Square building. The entire front and rear façades of the existing building will be remodeled. The front/Broadway façade will include new masonry and faux wood finishes, curtain glass window and door systems, glass overhead doors, street opening bi-fold windows with sidewalk service counters, second floor balconies, vertical LED lighting elements, large identity roof sign, and roof mounted grain tower architectural feature. The rear façade will also be addressed but to much less of a degree. It will include new masonry, two-story curtain glass entry, two garage/loading doors, second floor windows, and vertical LED lighting elements but will have larger areas of flat unadorned wall spaces. The rear façade has been given less attention and detail as it is anticipated that a multi-story parking structure/ramp will be developed where the existing surface parking lot servicing the building is currently located. The back of the building is currently visible from both the public lot servicing it as well as Chestnut Street right of way so is different than regular alley frontage that only have other building backs fronting it. As the development of the parking structure has not yet had finalized plans nor property owner approval, staff recommends a condition of the PUD approval be that in the event a multi-story parking structure or other building is not constructed within 5 years of the Public Market occupancy that rear building façade be brought back to the Plan Commission for review to possibly amend the PUD to require building wall articulation through the addition of architectural elements such as entrances, arcades, windows, balconies, awnings, marquees, and recesses or projections of the façade plane.

Building improvements are proposed to be enhanced further with streetscape enhancements along Broadway frontage. Streetscape improvements are proposed to be located within the right-of-way and therefore not covered under the PUD regulations, but are important to mention as they are an essential element of the project aesthetic and function. They are conceptually to include new street furniture and fire pits, outdoor seating, dining and display areas, building façade to sidewalk service windows and counters, heated sidewalks and overhead heating elements, and ground mounted monument and wall mounted signage.

Though not ready for review at this time, the petitioner has indicated they will be coming before the City again with associated projects including a finalized streetscape concept for the front of the property, master sign package for the development site itself, market square branding signage package for the entire block, and the mentioned multi-story parking structure.

The Downtown (DI) zoning district is the appropriate district for mixed-use developments such as this. There are pieces of the proposed development that do not adhere to the DI district regulatory standards. They are as follows:

1. Uses permitted by-right including:
 - a. Limited Production and Processing uses when associated with brewing, distilling or similar use
 - b. Restaurant or Bar with Entertainment/Nightclub uses
 - c. Convenience Store without fuel sales uses
 - d. Outdoor dining and retail display areas
2. Roof signage installation of a 20 feet tall by 75 feet wide (1,500 square feet) front lit identity sign mounted on a steel frame.
3. Adjusted maximum building height exceeding the 45-foot limit to include an architectural grain tower feature at 60 feet and the rooftop "Public Market" signage at 55 feet.

Given the type, location, and innovation of this project, Staff is in support of the requested PUD and code exceptions. Staff feels the project is innovative and a needed business type lacking in the greater Green Bay market. Staff also hope the project will act as a catalyst development and regional attraction that will increase the already high levels of retail, service, and tourism activity within downtown. It is anticipated that the development in itself will not only spur greater activity but stimulate further investment in other area properties and new development of underutilized or undeveloped property.

The petitioner has held multiple public meetings and has had a long-running public capital campaign for the development of the Public Market (see PUD Exhibit C- Public Market Campaign literature). Also, Ald.

Johnson and property owners within 400 feet have been notified of the request per Plan Commission guidelines. We have received no objections as of the drafting of this report.

RECOMMENDATION

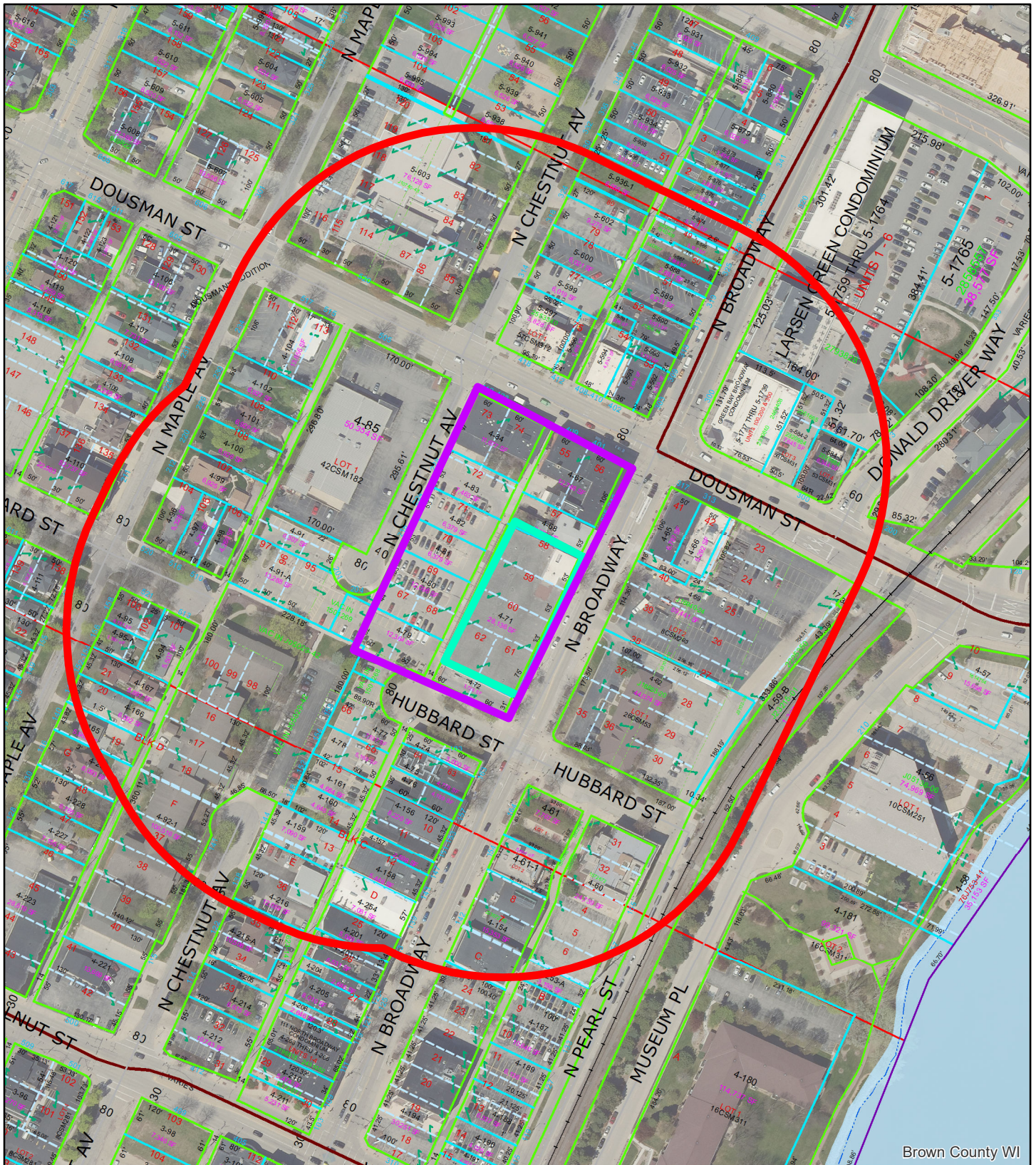
Approval of the request, subject to the following conditions:

- a. Adoption of the draft PUD.
- b. The PUD regulations in relation to the rear/west façade of the structure be reevaluated for appropriateness in five years from the Public Markets occupancy should a multi-story structure not be constructed adjacent to the west.

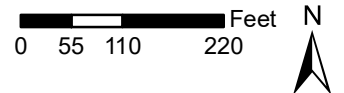
FISCAL IMPACT

ATTACHMENTS

1. ZP 24-07, ZP 24-08 Map
2. ZP 24-07 PUD Application
3. gbpm-campaign-brochure-pages-vf-combined
4. ZO 04-24 DRAFT PUD for Green Bay Public Market



ZP 24-07 & ZP 24-08 PUDs for Broadway Public Market



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 27 Mar 2024 X:\Planning\Basemaps\template_8.5x11.mxd

- 211 N Broadway - Public Market Site
- 400' Notification Area
- PUD area for Block Signage



REQUEST FOR CITY ACTION PLAN COMMISSION

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

Location of Property: 211 N Broadway

Parcel Number(s): 4-71

Petitioner(s): Brian Johnson

Date: 03/12/2024

Email: brian@onbroadway.org

Phone Number: (920) 242-2206

Address: 340 N Broadway Ste 165

City: Green Bay

State: WI

Zip: 54303

Property Owner: On Broadway, Inc.

Phone Number: (920) 437-2531

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, Brian Johnson, 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: 03/12/2024

Petitioner Signature(s): _____

Checklist of required attachments:

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

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

Project Narrative

On Broadway, Inc. (OBI) seeks to create a public market in Green Bay's downtown Broadway District in a currently blighted and underperforming property. The preliminary concept plan includes 42,965 square feet with room for approximately 20 businesses, a community event space, demo kitchen, and additional tenant space. Modeled after the Milwaukee Public Market that attracts two million visitors per year, we conservatively expect our market to attract over one million regional visitors with its adjacent location to the Farmers' Market on Broadway that currently draws 250,000 visitors over 19 weeks. Vendor prospects will include a mix of prepared food, fresh food, and publicly accessible community space.

Areas of need to be addressed with the market include tourism, entrepreneurship, food insecurity, public infrastructure, housing, and overall growth in property values and new tax increment. The size and scope of the facility position it as a regional attraction drawing more than one million visitors per year. The expansion of our convention center, new construction of an expo hall, and hosting the NFL draft in 2025 are creating demand for attractions visitors can patronize. It will be the only facility of its kind in Northeast Wisconsin, and the market will create a positive experience for visitors. The space creates opportunity for new businesses, and a test kitchen and event space will allow us to program activity using existing small businesses. OBI has a rich legacy with coordinating vendor-based events that have incubated businesses into storefronts, and the test kitchen will fill a void in our community to provide food vendors access to a certified kitchen. The property is in a designated food desert at a time when there is no full-service grocery store. We will leverage our relationships from our farmers' market to ensure the addition of fresh foods to serve the existing low-income neighborhood. The addition of this project will spark investment in public infrastructure including street resurfacing, intersection reconstruction, pedestrian-friendly amenities, and the possibility of restoring a vacated street grid. The \$12.5 million project is taxable, and there is strong developer interest in a housing/parking ramp development in conjunction with this project estimated at another \$12.5 million for a total of \$25 million (less the value of housing).



GREEN BAY PUBLIC MARKET

211 N. BROADWAY
GREEN BAY, WI 54303

On Broadway, Inc.
340 N. Broadway, Suite 165
Green Bay, WI 54303
(920) 437-2531

PUD DRAWINGS
3/13/2024

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EXISTING PROJECT CONDITIONS

INFORMATION PERTAINING TO EXISTING PROJECT CONDITIONS, SUCH AS LOCATIONS OF ARCHITECTURAL AND STRUCTURAL BUILDING COMPONENTS, MECHANICAL AND ELECTRICAL EQUIPMENT, PIPING, DUCTWORK, ROUGH-INS AND OTHER MISCELLANEOUS CONSTRUCTION, APPEARS ON PROJECT DRAWINGS. THIS INFORMATION IS BASED ON AVAILABLE RECORDS AS WELL AS INFORMATION COLLECTED WITH REASONABLE CARE AT THE PROJECT SITE. CONTRACTORS SHALL BE SOLELY RESPONSIBLE FOR VERIFYING DIMENSIONS AND RELATED INFORMATION AT THE PROJECT SITE PRIOR TO PROCURING ANY MATERIALS, PRODUCTS OR EQUIPMENT TO PERFORM THEIR WORK.

GRAEF

116 S. Adams St.
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920 / 592 9440

www.graef-usa.com

RHG A+D

architecture plus design
491 BLOOMFIELD AVE, SUITE 201
MONTCLAIR, NJ 07042
TEL: 973.707.2081
info@rhgdesign.com
www.rhgdesign.com

DESIGNED WITH LOVE

CLIENT:

ON BROADWAY, INC.
340 N. BROADWAY,
SUITE 165
GREEN BAY, WI 54303
920-437-2531

PROJECT TITLE:

Broadway District Public Market

211 N Broadway
Green Bay, WI 54303

ISSUE:

2024-01-26

PROJECT INFORMATION:

PROJECT NUMBER: 2330

DATE: 01-26-2024

DRAWN BY: RHG A+D

CHECKED BY: AS NOTED

APPROVED BY: AS NOTED

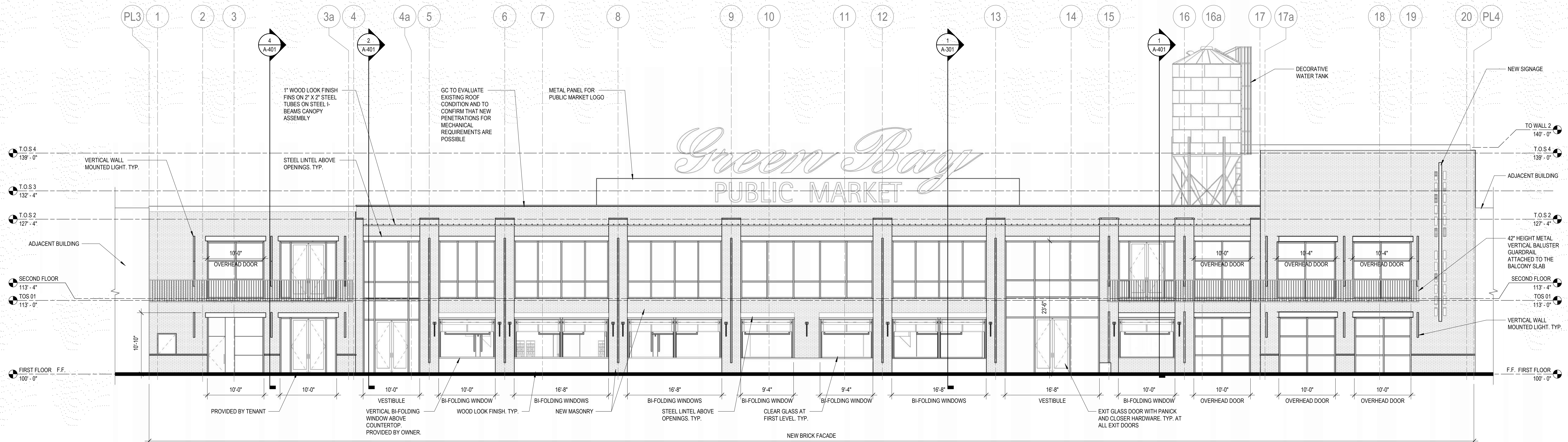
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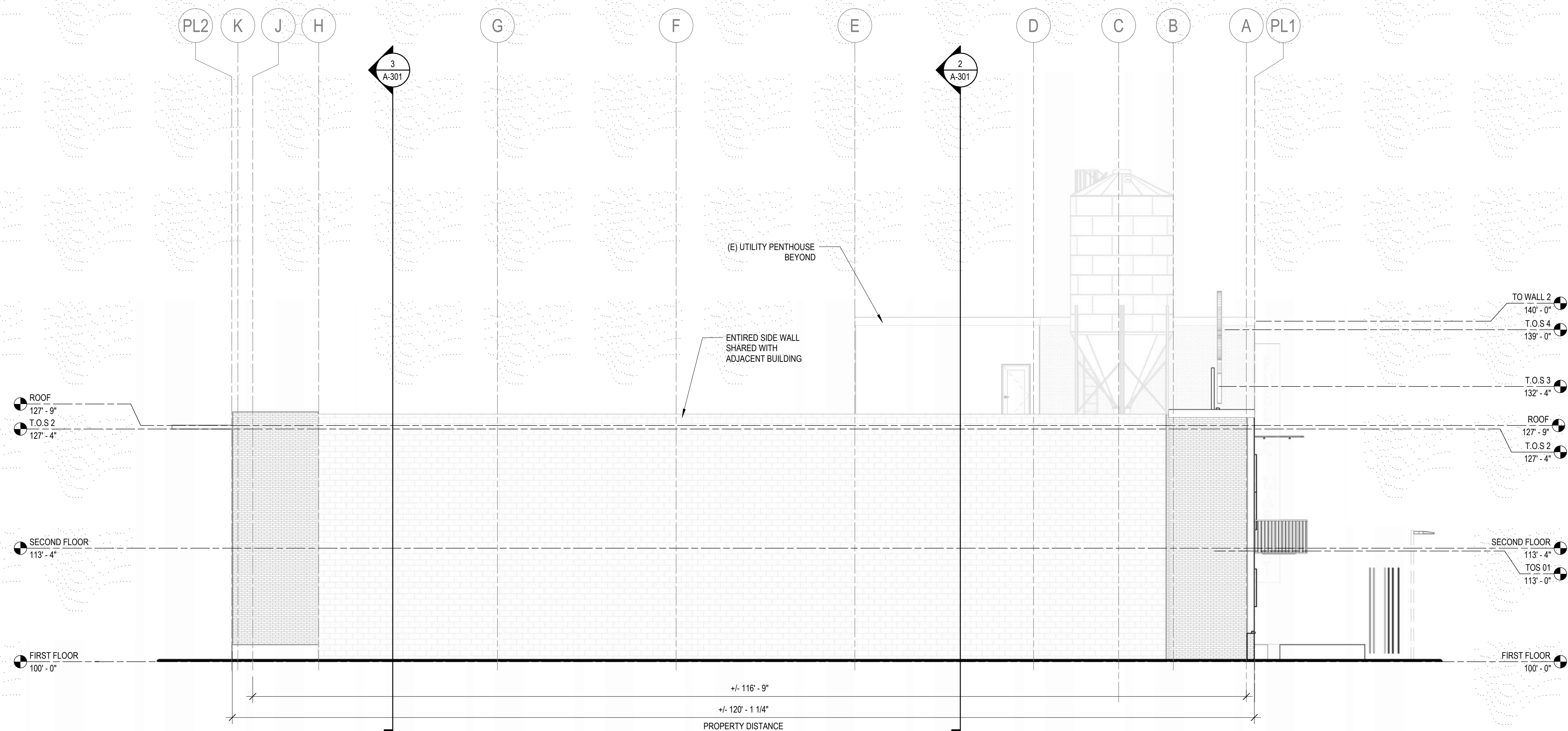
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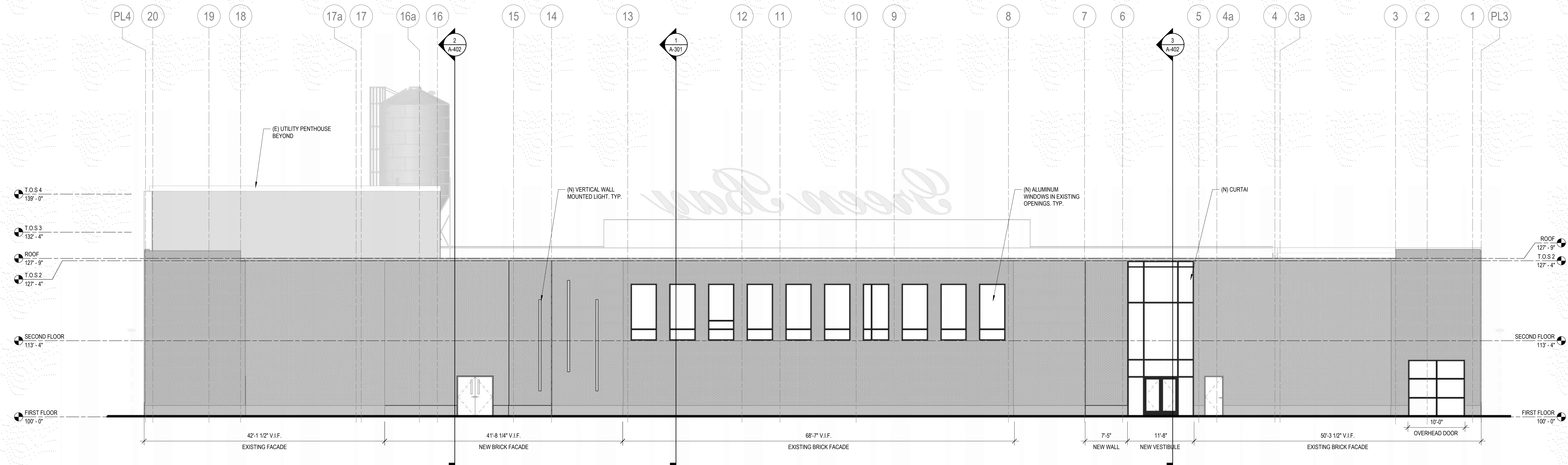
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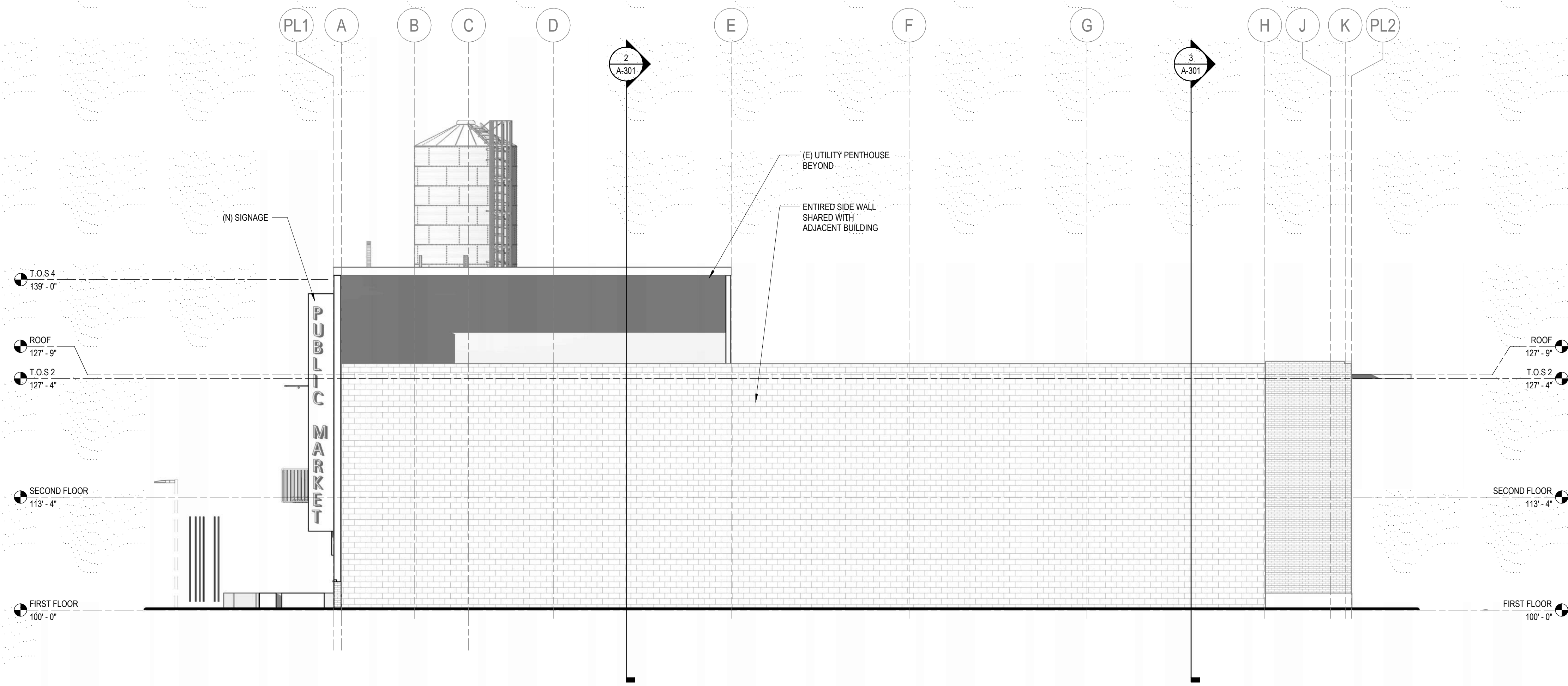
2 FRONT FACADE - (SOUTH EAST)
1/8" = 1'-0"



1 SIDE ELEVATION (SOUTH WEST)
1/8" = 1'-0"



2 BACK FACADE (NORTH WEST)
1/8" = 1'-0"



1 SIDE ELEVATION (NORTH EAST)
1/8" = 1'-0"

PUD Site Plan

Green Bay Public Market

N Chestnut St

Hubbard St

Dousman St

Proposed Building
Parcel ID: 4-71

N Broadway

N Broadway

N Broadway

Hubbard St

Dousman St



GRaEF

60

Feet

1 in = 30 ft

THE PUBLIC MARKET CAMPAIGN

Creating Green Bay's public market with public purpose.





A YEARS-LONG VISION FOR GREEN BAY'S PUBLIC MARKET

in downtown Green Bay is becoming a reality. A building is purchased. The design is determined. The business model — a food-focused facility that creates space for entrepreneurs to connect product to people — is set. To ensure we can realize that dream, we need your help.

On Broadway, Inc., a local 501(c)3 non-profit organization that focuses on the economic vitality of the downtown's near-west side, is spearheading the fundraising campaign to redevelop Old Fort Square, 211 N. Broadway, into the Green Bay Public Market. The market will host over 20 small businesses that will benefit from a space that provides retail and food sales, hosts events and creates a dynamic public place.

“The single greatest way to elevate the Broadway District for tourism, economic impact and employee attraction is to create Green Bay’s Public Market.”

**Brian Johnson,
Executive Director,
On Broadway, Inc.**

Run by a non-profit organization, the lease terms will be tenant-friendly, provide less risk to business owners and create a diverse offering of goods and experiences. The market's vendors will operate seven days a week, offering prepared food and items to shop for and prepare at home.

The Green Bay Public Market will draw residents and visitors from the Greater Green Bay area and beyond to the Broadway District where they can enjoy everything the city's downtown offers. Please join us as we raise funds to realize the Green Bay Public Market, a place where entrepreneurs can connect their products with people while the ripple effect of a public market with public purpose will flourish.



INTRODUCING GREEN BAY'S PUBLIC MARKET: A CATALYST FOR GROWTH AND ACTIVATION

The Green Bay Public Market will provide entrepreneurs an opportunity to launch their businesses in a busy downtown location where they will find built-in support to grow. Locally sourced products sold by people who live and work in the community deliver a strong economic impact to the community.

In a metro area with a population greater than 320,000 and 5.7 million annual tourists, the Public Market will quickly become one of Green Bay's top tourist destinations as well as a place where local residents will visit regularly to purchase locally sourced food that is fresh and nutritious.

Public markets in other communities become the catalyst for additional development, spurring millions of dollars in residential and commercial real estate. Not only will the property known as "Old Fort Square" receive a much-needed makeover, but the entire district, downtown, city and region will benefit.



PROJECT IMPACT:



**CATALYST FOR ECONOMIC
DEVELOPMENT**



**PROMOTES HEALTHY
COMMUNITY LIVING**



**PROVIDES A DYNAMIC
ENVIRONMENT FOR CULINARY
BUSINESSES TO GROW**



**CREATES AN ATTRACTIVE PUBLIC
SPACE AND CITY BLOCK**



**ENHANCES EXPERIENCES FOR
EMPLOYEES AND VISITORS**



**MAGNET FOR TALENT
RECRUITMENT AND RETENTION**

The Public Market will create a new gathering place downtown, which has been transformed over the past two decades to an area bustling with life. The Farmers' Market on Broadway is one example of that success. Every Wednesday during the summer, it draws more than 100 vendors and thousands of customers. The Farmers' Market is located just outside of the new public market, which will provide community access to locally sourced goods daily.

The Green Bay Public Market will be more than a place to shop and eat—it will also be a place for new experiences. Fit with a kitchen space created for unique food experiences, the market focuses on providing culinary education to people with all backgrounds, skills and interests. Through partnerships that focus on youth, disadvantaged populations and connecting area neighborhoods, the kitchen and event space within this project will play a vital role in giving back to the community.

The current Old Fort Square building was purchased by On Broadway in spring 2022. With 45,000 square feet, the future Public Market will include:

- **A grand market atrium featuring over 20 vendors**
- **Community event space available for public and private events**
- **Indoor and outdoor seating**

As part of this project, the building will receive a dramatic new façade and interior makeover as shown in our accompanying renderings, as will the exterior sidewalk and plaza areas with new streetscaping and lighting.

FIRST FLOOR



- | | | | | | |
|--|--|--|--|--|---|
| Anchor spaces for larger users including on-site production and/or restaurant seating | Junior anchors with programming needs similar to anchors | Pod suites for smaller food or retail users | Storefront stalls providing inside and outside service counters | Seating | All-season plaza |
|--|--|--|--|--|---|



PUBLIC MARKETS ARE PLACES OF DISCOVERY, LEARNING, HUMAN INTERACTION, COMMUNITY INVOLVEMENT AND COMMERCE.

SECOND FLOOR



- Event space with seating for up to 200 people
- Kitchen space for private and public events, including culinary education and cooking shows
- Member space available to corporate partners, including tech and AV equipment, hosted food and beverage service
- Atrium-wrapped overlook seating
- Office space for market staff





COME BE PART OF THE MOMENTUM!

- NAMING RIGHTS FOR VARIOUS INTERIOR AND EXTERIOR SPACES, INCLUDING KITCHEN, ATRIUM, PROGRAMMING, AND MORE
- PROGRAMS AND EVENT OPPORTUNITIES FOR YEAR-ROUND EXPERIENCES

With an expected total project cost of \$12.5 million, bringing the Green Bay Public Market to life will involve public and private financial support. On Broadway has applied for multiple grants to help with funding, and private gifts are needed to help us reach our goal to fund the renovation. With your support, we can make a difference in creating a dynamic new space in downtown Green Bay that will not only create a new community gathering space but also spur more economic development. This is a once in a generation opportunity.

The Green Bay Public Market operations will be funded through rents and event revenue allowing an exciting, sustainable non-profit enterprise managed by On Broadway. **Join us!**

For more information, please reach out to:

Chelsea Kocken
Director of Special Projects at On Broadway
920-680-1684 or chelsea@onbroadway.org.

PROJECT GOAL: \$12.5 MILLION



- \$1.5M | Government
- \$3M | Grants and New Market Tax Credits
- \$8M | Private Support

ON BROADWAY'S SUCCESS

On Broadway continues to build upon the district's ongoing improvements and increased vibrancy.

Since its creation in 1995, the non-profit organization has amassed multiple successes:

- Advocated city planning and business owners for increased retail, restaurant and commercial density.
- Facilitated over \$100 million of new construction and renovation in the district, including more than 1,000 new housing units either complete or underway.
- Invested in streetscape design with seasonal plantings, pedestrian friendly amenities and storefront signage.
- Created more than 40 community events that attract over 400,000 visitors each year. Events included igNight Markets, Fall Fest and the Levitt AMP Green Bay Music Series.
- Committed volunteers, including an engaged board of directors who amass over 2,000 volunteer hours each year.
- Dedicated to historic preservation as well as an investment in public art.
- Supported two major redevelopment efforts along with the City of Green Bay, including Leicht Memorial Park and the Shipyard for increased riverfront access and activation, a \$7 million and \$20 million effort, respectively.
- Applied for and received a \$1 million grant to support diverse businesses in the Broadway District, including a \$300,000 micro-grant program.
- Recognized consistently among Main Street peers for events, volunteer commitment, promotions and community partnerships.
- Producer of Farmers' Market on Broadway that hosts 100+ vendors and brings 250,000 people to the district each summer.

JOIN US AS WE ADD THE PUBLIC MARKET TO THE LIST AND EXPERIENCE THE RIPPLE EFFECT OF THIS EXCITING PROJECT WITH PUBLIC PURPOSE.



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

920-437-2531
greenbaypublicmarket.org

THE PUBLIC MARKET CAMPAIGN

Creating Green Bay's public market with public purpose.

ENHANCED ECONOMIC IMPACT

A catalyst for continued downtown development, the Green Bay Public Market is expected to draw 1 million visitors annually. The Public Market will serve as an anchor in the Broadway District and generate more than \$100 million in nearby development, including housing, commercial space, parking infrastructure and pedestrian friendly amenities. With an estimate

of \$10 million annually in sales, the market will also generate sales tax revenue of more than \$550,000.

The Green Bay Public Market will be home to 20-plus small businesses who will be supported through various programs, available grant funds and mentorship opportunities.

ENHANCED CULINARY EXPERIENCES

In recent years, the Green Bay area has witnessed, despite pandemic-sized hospitality industry challenges, the launch of new restaurants, coffee houses, bakeries and more. Many of these new places began with a simple concept and a booth at a Green Bay farmers' market.

We now seek to create an intentional incubator for culinary entrepreneurs to bring their concepts to life within a cost-effective, high-traffic, supportive environment. The Green Bay Public Market creates the ideal mix of support and visibility to allow new

businesses to thrive, and for Green Bay's pallet to come alive with the sights, sounds, smells, and tastes of the market.

Frequent food-focused programming will also occur within the market that will attract people of all interests and abilities.

Health equality will be maintained through the EBT program that will be an expansion of the Farmers' Market on Broadway program.

ENHANCED EMPLOYEE AND VISITOR EXPERIENCES

Working with architects, On Broadway will transform a currently blighted building into an attractive, public space for families, friends and business professionals to gather, whether it is to purchase food and eat it on site, enjoy culinary experiences in the commercial kitchen or meet up in the members' space to socialize and work.

The Public Market's event space will also host private and public gatherings and a year-round calendar of special events in addition to culinary programming.



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NAMING OPPORTUNITIES

Giving Participation Levels

Gifts to the Green Bay Public Market campaign at the following levels are eligible for naming opportunities.

(NAME) PUBLIC MARKET SQUARE **\$3,000,000**

In recognition of a gift at this level, On Broadway seeks to add an organization's name to the city square surrounding the public market. For example, Green Bay Public Market presented by (NAME). *(One)*

PUBLIC MARKET MAIN HALL **\$1,500,000**

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

PUBLIC MARKET KITCHEN **\$500,000**

In recognition of a gift at this level, On Broadway seeks to name the market's commercial kitchen.

PUBLIC MARKET EVENT SPACE **\$500,000**

In recognition of gifts at this level, On Broadway seeks to name the market's event space.

PUBLIC MARKET PLAZA **\$250,000**

In recognition of gifts at this level, On Broadway seeks to name the market's terrace and outdoor seating areas.

PUBLIC MARKET LOUNGE **\$250,000**

In recognition of gifts at this level, On Broadway seeks to name the member space.

PUBLIC MARKET CHILDREN'S AREA **\$150,000**

In recognition of a gift at this level, On Broadway seeks to name the public market's children's area.

Additional giving levels:

- PUBLIC MARKET CHAMPION: \$50,000**
- PUBLIC MARKET AMBASSADOR: \$25,000**
- PUBLIC MARKET ADVOCATE: \$10,000**
- PUBLIC MARKET FRIEND: \$5,000**

Naming opportunities are based on availability.

Please indicate your interest on the pledge card and details will be confirmed with you by On Broadway.



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

920-437-2531
greenbaypublicmarket.org

THE PUBLIC MARKET CAMPAIGN

Creating Green Bay's public market with public purpose.

PLEDGE FORM

CONTACT INFORMATION:

Donor (Company/Individual)

Please indicate how you would like to be recognized in donor recognition materials (if different from above)

Address

City

State

Zip

Phone

Email

TERMS OF PLEDGE:

I am interested in this naming opportunity. Naming opportunities are based on availability. Please indicate your interest on this Pledge Card and details will be confirmed with you by On Broadway, Inc.

My pledge is to be paid as follows (make checks payable to On Broadway, Inc.):

☐ I am supporting this campaign with a one-time gift of: \$ _____

☐ I am supporting this campaign with a multi-year gift of: \$ _____

Beginning on (date): _____ to be paid over _____ years

Please invoice me: ☐ Annually ☐ Quarterly ☐ Monthly ☐ Other: _____

My gift will be matched by: _____

☐ Matching gift enclosed ☐ Matching gift form will be sent

☐ I wish for my gift to remain anonymous

Notes: _____

Donor Signature: _____ Date: _____



***Return this form and
payment to:***

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

***For other ways to give, please contact Chelsea Kocken
at 920-680-1684 or chelsea@onbroadway.org***

***For your records, this letter acknowledges that no products or services
were provided for this contribution and it is tax deductible to the fullest
extent of the law. On Broadway, Inc. is a 501(c)(3) organization.***

THE PUBLIC MARKET CAMPAIGN

Creating Green Bay's public market with public purpose.

PUBLIC MARKET SQUARE

It's a new day on Broadway!

The Green Bay Public Market is just the beginning for planned development in the Broadway District. On Broadway, Inc., a non-profit organization that will own and operate the public market, is seeking to brand the block bordered by Broadway, Dousman, Chestnut and Hubbard streets as Public Market Square.

Public Market Square will become the epicenter of not only that block, but the entire Broadway District and the near west side of downtown Green Bay.

Streetscaping, lighting and other visual enhancements being added for the Green Bay Public Market will be implemented around the block and eventually throughout the Broadway District. The enhancements will reconnect neighborhoods and tie together residents, visitors and business owners while physically and visually eliminating barriers between Broadway and neighborhoods immediately to the east and west. Re-establishing an east-west openness along Hubbard Street will also be part of the initiative.

To make Public Market Square a reality, we need your help!

On Broadway is seeking a partner to join us and sponsor the branding of the block by adding its name to Public Market Square.



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



The partnering organization will benefit from having its name in front of:

- **250,000 annual visitors to the Wednesday Farmers' Market on Broadway**
- **1 million annual visitors to the Green Bay Public Market**
- **37,800 vehicles daily on Broadway and Dousman (WisDOT)**
- **50,000+ followers and fans on social media**

If your organization is interested in partnering with On Broadway on Public Market Square, please reach out to **Chelsea Kocken at 920-680-1684 or chelsea@onbroadway.org** and help us transform the Broadway District!

920-437-2531
greenbaypublicmarket.org

ZONING ORDINANCE NO. 04-24

AN ORDINANCE CREATING A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY DISTRICT FOR PROPERTY LOCATED AT 211 N BROADWAY (ZP 24-07)

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:

LOTS FIFTY-EIGHT (58), FIFTY-NINE (59), SIXTY (60), SIXTY-ONE (61) AND SIXTYTWO (62), ACCORDING TO THE RECORDED PLAT OF DOUSMAN'S ADDITION, IN THE CITY OF GREEN BAY, WEST OF FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPTING THEREFROM THE SOUTHERLY 31 FEET OF SAID LOTS 61 AND 62, TOGETHER WITH AN EASEMENT FOR ENCROACHMENT PURPOSES AS DESCRIBED IN JACKET 25896 RECORDS, IMAGE 35, AS DOCUMENT NO. 1475759.

Tax Parcel: 4-71

Land Area: Comprises approximately 28,136 square feet / 0.645 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 public market. 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 all land included at 211 N Broadway (Parcel Number 4-71). A PUD amendment shall be required for any future changes that do not comply with this PUD. Further, any PUD amendments shall reflect any land divisions recorded after the execution of this document.
- C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:
 - 1. The principal use of this parcel shall be for a public market. This public market will contain a variety of land uses, primarily commercial in nature.
 - 2. Allowed land uses shall follow the allowed uses within the base zoning district, Downtown One (D1), with the following exceptions:
 - a. Limited Production and Processing uses are permitted and do not

require a Conditional Use Permit when associated with brewing, distilling or similar use, as deemed appropriate by the Zoning Administrator.

- b. Restaurant or Bar with Entertainment/Nightclub uses are permitted and do not require a Conditional Use Permit.
- c. Vehicle Service uses are prohibited as part of this PUD with the following exceptions:
 - 1. Convenience Store without fuel sales uses are allowed without a Conditional Use Permit.
 - 2. A Parking Structure may be allowed in future phases of this development with an amendment to this PUD.
- 3. Accessory uses customarily associated with downtown commercial, multiple-family and mixed-use uses such as antennas, solar systems, exercise facilities, and other uses deemed appropriate by the Zoning Administrator are allowed.
- 4. Outdoor dining and retail display areas shall be allowed as part of the PUD, in compliance with the specific development standards for such uses.

D. Prohibited Uses. The PUD limits certain uses from being established on the site or as accessory to the public market are as follows:

- 1. Residential dwellings and Congregate Living uses are prohibited.
- 2. Bed and breakfast uses are prohibited.
- 3. Funeral home uses are prohibited.
- 4. Vehicle Service uses are prohibited except as described in Section 2.C.2.c of this ordinance.
- 5. Any other uses not permitted in the Downtown (D) Zoning District are prohibited.

E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure on the subject property shall generally comply with Exhibit B and be regulated as follows:

- 1. Building.
 - a. Maximum building height may exceed 45 feet, as follows:
 - 1. Specific architectural grain tower feature has a maximum height of 60 feet from sidewalk grade.
 - 2. Rooftop "Public Market" signage has a maximum height of 55 feet from sidewalk grade.
- 2. Dimensional and area provisions, including accessory buildings, shall be regulated as the underlying D1 Zoning District.

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

- 1. Design. All sides of the building visible to the public shall include materials

and design characteristics similar to and compatible with those on the Broadway façade though it would not need to match.

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 D1 zoning 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.
- G. Signage. All signage within the PUD area shall meet the standards as set forth within Chapter 30 of the Green Bay Municipal Code for the underlying Downtown Zoning District with the following exception:
1. The primary sign for this building shall face the Broadway Street frontage and shall be regulated as follows:
 - a. The sign shall be a roof sign and its support structure.
 - b. The sign height may extend above the roof/cornice of the roof for which it is placed by no greater than 20 feet.
 - c. The sign is limited in size to no greater than 20 feet tall by 75 feet wide and no greater than 1,500 square feet in area.
 - d. The sign support structure shall be structural steel frame and perforated architectural metal.
 - e. The signage itself shall be front lit letters mounted to the framing and also allow for a 9 foot by 9 foot area within the overall 1,500 square feet for Public Market logo signage.
 - f. Other than listed above, no off-premise advertising, corporate logos, business names, product advertising, etc. is permitted on the roof signage.
- H. 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.

- I. 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.
- 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 Downtown (D1).

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 _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

sh:

Attachments:

Exhibit A – Location Map

Exhibit B – Conceptual Plans

Exhibit C- Public Market Campaign literature



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # T.I

To approve the financial commitment and payment to Wello for \$125,000 related to the JBS Urban Farm Development to be reimbursed by the Neighborhood Investment Grant.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20240226_161321

Wello Scope of Work - Food System Transformation Hub

Timeframe: January 1, 2024 - December 31, 2025

Project Description: Build out sustainable and impactful food system operations for the Imperial Project in alignment with Wello's Cultivating Community well-being centered food system transformation model. We propose a shift in name from "Urban Ag and Farm" to "Food System Transformation Hub" or something similar to allow for more flexibility in operations as a greater understanding of need and opportunity arises through this project period. This also aligns with the USDA's Food System Transformation Framework and associated funding mechanisms.

Wello's Cultivating Community is a well-being based food system transformation model that includes the following multi-sector activities:

1. **Farm to Food Assistance:** Partnering with Resource Center distribution channels, healthy food incentives innovation, farmers/mobile markets, hub activities;
2. **Farm to Community:** Exploring pricing and marketing, small grocery stores, cultural specificity/celebration, affordability, healthy food access for all, educating community in farming practices;
3. **Farm to Institution:** Creating well-being centered food linkages with schools, hospitals, large businesses, colleges/universities, public safety;
4. **Farm to Farm:** Supporting infrastructure, logistics, training, wholesale readiness, fair pricing strategies, and regional hub connections;
5. **Farm to Education:** Incorporating learning opportunities for K-12 and higher education at the Hub along with opportunities to educate current and future farmers in a demonstration site model to build their capacity; and
6. **Food System Research and Advocacy:** GIS mapping, economic analysis, liaison to state and national food action/funding.

Some or all of these activities will take place within this project, as determined by need, opportunity and capacity. The work is fluid and incremental but results in greeted community connectedness and intuitive, equitable systems that support the well-being and success of all community members.

Scope of Work: This project will take place in three phases.

Phase 1: January 2024 - December 2023

This phase will be focused on building a funding strategy and applying to the multiple state and national level grants that will be coming on line in the fall.

- Hire a Wello Food System Transformation Manager.
- Work directly with GRAEF to support the design of the Food System Transformation Hub.
- Conduct an assessment of opportunity and apply for the Resilient Food System Infrastructure Grant to support multi-year operations (up to \$3 million) that would include this project/hub.
- Wello will apply to be a partner organization for the Wisconsin Local Food Purchase Assistance program to increase our aggregation and distribution capacity (up to \$300,000) and embed these activities into the Food System Transformation Hub.
- Seek and apply for additional funding to support the Hub's equipment, build-out, and capacity needs.
- Conduct thorough evaluation of the land, logistical opportunities/restrictions, etc.
- By December 31, 2024, finalize build out of the hub space.

Phase 2: April 2024-December 2024

- Begin building the proforma for the hub based on firm commitments/MOUs from partners.
- Begin expansion of the Wello Cultivating Community Produce Program operations and logistics, including how this program could be expanded through City channels like the adjoining mixed-income neighborhood development, Neighborhood Associations, etc.
- Develop linkages to City Council and strategy for expanding buy-in across large local institutions including GBAPS, Green Bay Fire, and Green Bay Police, etc.
- Implement any grant awards and continue to identify and write for funding opportunities, with a focus on building strategic partnerships within different spaces in the community: higher ed (NWTC, St. Norbert, UWGB), financial institutions (exploring opportunities for creating local financing opportunities for food system work, etc) and engaging businesses in supporting hub activities.
- Bring forward this work at the state level through Wello's network of connections at DTCAP, University of Wisconsin - Madison, Medical College of Wisconsin, Wisconsin Food Hub, Feeding America, etc.
- Monitor and engage in the build-out and facilities development.
- Seek and apply for additional funding to support the Hub's equipment, build-out, and capacity needs.
- Increase staffing as needed based on grant funding, project performance, need, fundraising etc.

Phase 3: January 2025 - December 2025

- Continue Phase 2 activities
- Begin to create a 3-year plan (Jan 2026 to Dec 2029) based on proforma and performance.
- Address governance and on-going operational activities for the hub
- Finalize 3-year plan by December 31, 2025

Financial Commitment from the City of Green Bay to Wello: \$250,000

This will be a consulting contract agreement between the City of Green Bay and Wello, Inc. to achieve the deliverables outlined above. The payments to Wello, Inc. will be completed in three installments on the following timeline.

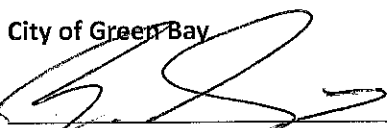
January 2024: Initial payment of \$125,000

October 2024: Second installment payment of \$62,500

October 2025: Third installment payment of \$62,500

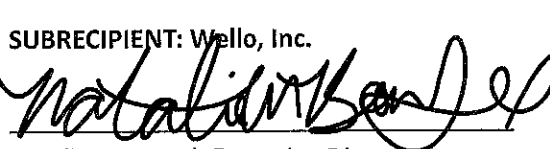
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

City of Green Bay


Eric Genrich, Mayor

2/26/24
Date

SUBRECIPIENT: Wello, Inc.


Natalie Bomstad, Executive Director

2/19/24
Date



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # T.2

To approve the resolution authorizing the continuation of the city's self-insured workers compensation program.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Draft Resolution for City Self-Insured Program (2024)

**RESOLUTION AUTHORIZING THE CONTINUATION
OF THE CITY'S SELF-INSURED
WORKERS COMPENSATION PROGRAM**

April, 23, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin or be exempted (self-insured) from insuring liabilities with a carrier and thereby assume the responsibility for their own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and

WHEREAS, the Finance Committee of the City of Green Bay, at its meeting on April 9, 2024, approved the continuation of the self-insured worker's compensation program in compliance with Wisconsin Administrative Code DWD § 80.60(3); and

NOW, THEREFORE, the Common Council of the City of Green Bay hereby resolves as follows:

1. Provide for the continuation of a self-insured worker's compensation program that is currently in effect.
2. Provide for the continuation of reporting faithfully all compensable injuries and agree to comply with the Act and rules of the Department.
3. Authorize the Clerk to forward certified copies of this resolution to the Worker's Compensation Division of the Wisconsin Department of Workforce Development.

Adopted: _____

Approved: _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # T.3

To accept a \$250,000 grant from Brown County Public Health for the establishment of a Mobile Integrated Health (MIH) Paramedic Program for Green Bay Metro Fire Department.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Grant Tracking Form-Revised May 2022
2. ARPA SOW 6 2023
3. Estimated Budget
4. County Health Department ARPA Grant (002)



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

([emailto:Kim.Rivest@greenbaywi.gov](mailto:Kim.Rivest@greenbaywi.gov))

APPLICANT DEPARTMENT: FIRE

DATE: 2/20/2024

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matthew Knott/FIRE

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: Brown County Public Health ARPA/Wisconsin Coronavirus State Fiscal Recovery Fund

AMOUNT OF GRANT REQUEST: \$250,000

LOCAL MATCH REQUIREMENT: \$0

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

TIMEFRAME OF GRANT: 4/1/2024 through 12/31/2024

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

PURPOSE OF GRANT (summary): The grant would fund the establishment of a mobile integrated healthcare paramedic program. This grant is a national level grant in partnership with the Brown County Public Health Department. It will utilize funding allocated through ARPA and will allow us to develop, institute, and assess the feasibility of a sustained MIH program in Green Bay.

How does the grant meet City/Department needs? The department has been working to secure funding for a mobile integrated healthcare program. This grant would allow us to fund two positions that would be run as a trial and for data collection. We have support from area hospitals and Molina Healthcare to support and make the program a success. A MIH program allows us to allocate more appropriate resources to a medical incident and work towards an illness and injury prevention model.

What are the personnel requirements (include both existing and new staff) of the grant? The positions would be filled by current staffing, but will request to hire two additional people to backfill the grant funded positions. The staffing could then be absorbed at the end of the year to remain within the current authorized staffing.

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; [emailto:Kim.Rivest@greenbaywi.gov](mailto:Kim.Rivest@greenbaywi.gov))

AMOUNT OF GRANT AWARD: \$ _____

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$ _____

Please describe the source of match, if applicable: _____

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

FC = Finance Committee



GRANT TRACKING FORM

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

Please describe what the grant money will be spent on: _____

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

FC = Finance Committee

American Rescue Plan Coronavirus Fiscal Recovery Funding Local and Tribal Health Department Scope of Work

Funding Summary

The American Rescue Plan Act (ARPA) established the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Funds (CLFRF), which provide a combined \$350 billion in assistance to eligible state, local, territorial, and Tribal governments to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. CSFRF authorizes States to transfer funds to private nonprofit organizations, Tribal governments, and units of State and local government. The ARPA Treasury Funds coming to Wisconsin are being allocated across many sectors. This particular allocation (\$58.4 million) is intended to support local and tribal health departments to meet their needs related to response and recovery from the COVID-19 pandemic.

Available Funding

From Wisconsin's CSFRF award, the Department of Health Services (DHS) is allocating \$58.4 million directly to local and tribal health departments for expenses incurred from March 3, 2021, through December 31, 2024. The State used a distribution formula that includes a base of \$250,000 per jurisdiction with the remainder distributed by population.

Funding Purpose

The Fiscal Recovery Funds provide resources to meet and address emergent public health needs, including measures to counter the spread of COVID-19, provision of care to those impacted by the virus, and programs or services that address disparities in public health that have been exacerbated by the pandemic.

COVID-19 Mitigation and Prevention

Enumerated eligible uses include: ✓ Vaccination programs, including vaccine incentives and vaccine sites ✓ Testing programs, equipment and sites ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants) ✓ Public communication efforts ✓ Public health data systems ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances ✓ Medical and PPE/protective supplies ✓ Support for isolation or quarantine ✓ Ventilation system installation and improvement ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms) ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems) ✓ Public telemedicine capabilities for COVID-19 related treatment.

Medical Expenses

Enumerated eligible uses include: ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions ✓ Emergency medical response expenses ✓ Treatment of long-term symptoms or effects of COVID-19.

Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services

Enumerated eligible uses include: ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support ✓ Enhanced behavioral health services in schools ✓ Services for pregnant women or infants born with neonatal abstinence syndrome ✓ Support for equitable access to reduce disparities in access to high-quality treatment ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery ✓ Behavioral health facilities & equipment.

Public Health and Safety Staff

Enumerated eligible uses include: ✓ Referrals to trauma recovery services for victims of crime ✓ Community violence intervention programs, including: • Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance ✓ In communities experiencing increased gun violence due to the pandemic: • Law enforcement officers focused on advancing community policing • Enforcement efforts to reduce gun violence, including prosecution • Technology & equipment to support law enforcement response.

Covered Public Health and Safety Staff

- Employees of public health departments directly engaged in public health matters and related supervisory personnel.
- This includes payroll and covered benefits expenses for public health department staff to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency.
- This can also include payroll, covered benefits, and other costs associated with rehiring public health staff up to the pre-pandemic staffing level of the government.

Improving the Design and Execution of Public Health Programs

- This includes engaging in planning and analysis to improve programs addressing the COVID-19 pandemic, including through the use of targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis.
- Examples (provided by WALHDAB) that could be included:
Communicable Disease: Training public health on general communicable disease follow-up to quickly shift gears to respond to a pandemic. The pandemic showed us that public health

infrastructure has suffered over the years and the need for trained workers to step into contact tracing roles is essential.

Addressing administrative needs, including:

- Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
- Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data, and case management systems).

Addressing Disparities in Public Health Outcomes

- Activities are eligible if provided in a Qualified Census Tract (QCT); to families living in QCTs; to populations, households, or geographic areas disproportionately impacted by the pandemic (supported through data); or services provided by Tribal governments.
- This includes the activities that facilitate access to resources that improve health outcomes, including services that connect residents with healthcare resources and public assistance programs and build healthier environments, such as funding community health workers to help community members access health services and services to address social determinants of health; funding public benefits navigators to assist community members with benefits and services; housing services to support healthy living environments and neighborhoods; remediation of lead paint or other lead hazards to reduce the risk of elevated blood lead levels among children; and evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic.
- This also includes promoting healthy childhood environments, such as new or expanded high-quality childcare to provide safe and supportive care for children; home visiting programs to provide structured visits from health, parent educators, and social service professionals; and enhanced services for child welfare-involved families and foster youth to provide support and training.
- Examples (provided by WALHDAB) that could be included. (Please note that within this category, eligibility is based on the first dot point above):
 - o Evaluate PH programs, performance measures and agency strategic plans by assessing the impacts of COVID-19 on our programs, performance measures, priorities, goals, and strategies.
 - o Continue to assess the impact of COVID on our program caseload but already know that some have been impacted more than others with an increasing caseload (WIC, STIs). Create one/some PHN or other public health positions to support these programs with service delivery as well as to support COVID surge and other preparedness response activities should our COVID caseloads increase as well.
 - o Strategies to address populations and programs most impacted by COVID include such areas as youth mental health, AODA, parenting, elder abuse, childhood immunizations, and reproductive health, including a focus on how to impact social determinants of health.

Capital Expenditures

- Prior approval for capital expenditures must be obtained by DHS. Grantees should email requests to DHSDPHBCDInvoices@dhs.wisconsin.gov and include justification for the expenditure.
- Recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for use of funds.
- Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted agency.
- In undertaking capital expenditures, recipients are encouraged to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Recipients are encouraged to prioritize their procurement employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

The following capital projects are generally ineligible:

- Construction of new correctional facilities as a response to an increase in the rate of crime.
- Construction of new congregate facilities to decrease the spread of COVID-19 in the facility.
- Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries.

Requirements for Purchased Equipment using Federal Funds

By Treasury's requirements for equipment, to the greatest extent practicable, all equipment purchased with ARPA funds should be American-made. Treasury defines equipment as tangible, non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. Subrecipient must maintain an equipment inventory list for all major equipment acquired or furnished under this funding with a unit acquisition cost of \$5,000 or more. At a minimum, the inventory list shall include the description of the item, manufacturer serial and/or identification number, acquisition date, and cost. This list should be maintained and supplied to DHS upon request for equipment inventory reporting purposes.

Allowable Expenses

- Eligible uses of this funding must be in response to COVID-19, or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency (as described above) and unduplicated with other funding sources. To assess whether costs would be eligible, health departments should identify the effect of COVID-19 on public health, including immediate effects and/or effects that may manifest over months or years, and assess how the activity would respond to or address the identified need.
- Payments under this award will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part

200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.

- Payments from the Fiscal Recovery Funds may be used only to cover costs incurred by the local or Tribal government by December 31, 2024.

Unallowable Expenses

Funds may not be used for any of the following:

- Extraordinary payments into pension funds to reduce an accrued, unfunded liability incurred before the start of the COVID-19 public health emergency and occurring outside the recipient's regular timing for making such payments. This does not include covered benefits that are part of payroll contributions for employee wages and salaries that are otherwise an eligible use of Fiscal Recovery Funds.
- Funds may not be used as non-Federal matches for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements (e.g., to satisfy Medicaid share).
- Funds may not be used to either directly or indirectly offset a reduction in the tax revenue of the jurisdiction resulting from a covered change during the covered period.

Contracting

The funds will be allocated through the [Grant Enrollment, Application and Reporting System \(GEARS\)](#). Expenses should be reported through the GEARS expense reporting process monthly.

- The [GEARS expense report](#) and the ARPA Monthly Financial & Progress Report (MFPR) must be completed monthly and emailed to dhs600rcars@dhs.wisconsin.gov with a copy to DHSDPHBCDInvoices@dhs.wisconsin.gov.
 - o If the grantee does not have expenses for a specific month, a GEARS expense report does not need to be submitted; however, the ARPA MFRP still needs to be submitted monthly for \$0 expense months to DHSDPHBCDInvoices@dhs.wisconsin.gov.
- Local health departments will report on profile 155811 and tribal health departments will report on profile 65811 for GEARS contract year 2024.

Federal Cost Principles: as a subrecipient of federal funds, the subrecipient is required to adhere to the following federal regulations: OMG Guidance – 2 CFR Part 200 – Cost Principles, and Audit Requirements for Federal Awards. This guidance can be found at:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Eligible costs must be incurred between March 3, 2021, and December 31, 2024. Final GEARS expense reports will be due no later than February 14, 2025. Expense reports submitted after February 14, 2025, will not be reimbursed. DHS will review total expenditures submitted by June 30, 2024 and assess underspending. DHS reserves the right to work with subrecipients and pull back underspending if there is not a plan in place to spend by December 31, 2024.

By signing the modification, the local or tribal health department is accepting receipt of the funds, signaling their intention to engage in any number of the eligible activities described above, and the terms included in the revised scope. Each jurisdiction can partner with another jurisdiction.

Reporting Requirements

To meet reporting requirements, local and tribal health departments will be required to submit the following reports to DHS by the dates specified below. Failure to deliver reports by due dates may delay payments.

	Due
GEARS Expenditure Reports	Monthly
ARPA Monthly Financial & Progress Report (MFPR)	Monthly

Invoice and Payment Schedule

The subrecipient shall only submit invoices/expenditure reports to DHS for qualifying approved expenses that comply with services rendered by the terms and conditions of this Agreement/Contract.

- The subrecipient shall submit [GEARS expense reports](mailto:dhs600rcars@dhs.wisconsin.gov) and the ARPA MFRP to DHS via email dhs600rcars@dhs.wisconsin.gov with a copy to DHSDPHBCDInvoices@dhs.wisconsin.gov.
 - o If the grantee does not have expenses for a specific month, a GEARS expense report does not need to be submitted; however, the ARPA MFRP still needs to be submitted monthly for \$0 expense to DHSDPHBCDInvoices@dhs.wisconsin.gov.
- Local health departments will report on profile 155811 and tribal health departments will report on profile 65811 for GEARS contract year 2024.
- Reports must include the subrecipient's name, deliverable/services being invoiced, period rendered, staff hours and any other requirements in the reporting template.
- Reports will be itemized by the line items identified in the budget categories listed on the reporting template.
- Subrecipient's invoice must be approved by DHS before payment will be made. Such approval will not be unreasonably withheld or delayed. Reports and payment requests submitted by any other means may delay processing and validation.
- A final invoice at the termination of the contract will be submitted within forty-five (45) days of the end of the contract and be labeled "final invoice."
- Expense reports submitted after February 14, 2025, will not be reimbursed.

Special Provisions

Be aware that Treasury may provide more guidance to states regarding this funding. Expect that DHS would convene local and tribal health officers to adapt to any changing grant requirements as well as strategize around alignment across funds.

Contact

If you have any questions regarding this funding including allowable uses of funding, requests for purchasing of equipment, GEARS reporting requirements, or other questions, please send them to the ARPA Budget and Policy Analyst Kristen Siegel at DHSDPHBCDInvoices@dhs.wisconsin.gov.

Estimated Budget

Activities	Number of Items	Price Each	Total Project Cost
Training			
Community Paramedic Training - send 4 individuals	4	\$ 2,500.00	\$ 10,000.00
			\$ -
Subtotal Budget for (A) training activities			\$ -
Personnel Costs			
2 Community Paramedics operating 8 hours a day Monday-Friday, excluding certain Holidays (fully loaded costs) (6 month trial)	1	\$ 119,735.83	\$ 119,735.83
Data Analyst (6 month contract service)	1	\$ 65,000.00	\$ 65,000.00
Overtime Costs associated with training (assumed 40 hours OT per person)	40	\$ 244.00	\$ 9,760.00
			\$ -
Subtotal Budget for (B) personnel costs			\$ -
Vehicle and Equipment			
Vehicle Lease Cost	6	1000	6000
Medical Equipment and Supplies (including list below)	1	10,000	10000
12v Refridgerator			0
Cardiac Monitor			0
Data analytics software			0
Emergency Medical Services (EMS) Supplies:			0
Portable oxygen tanks and delivery systems			0
AED (Automated External Defibrillator)			0
Portable suction units			0
Basic and advanced airway management equipment			0
Bandages, dressings, and wound care supplies			0
Intravenous (IV) supplies and fluids			0
Diagnostic Equipment:			0
Blood pressure cuffs and stethoscopes			0
Glucometer for blood glucose monitoring			0
Pulse oximeter for oxygen saturation measurement			0
Thermometer			0
Patient Monitoring:			0
Portable cardiac monitor			0
Capnography equipment for monitoring end-tidal CO2			0
Portable vital sign monitors			0
Scale			0
Communication Devices:			0
2 Two-way radios	0	0	0
2 Smartphones with relevant apps and service (monthly service fee)	8	70	560
2 MiFi Device	2	500	1000
4 iPads	4	750	3000

2 Laptops	2	2000	4000
Personal Protective Equipment (PPE):			0
Gloves, masks, and eye protection			0
Gowns and coveralls			0
Respirators for infectious disease control			0
Training and Education Materials:			0
Training manikins for simulation exercises			0
Educational materials for community outreach			0
Continuing education resources for paramedics			0
Documentation Tools:			0
Electronic Patient Care Reporting (ePCR) system	1	2500	2500
Forms for traditional documentation	1	500	500
Community Outreach and Prevention Materials:			0
Educational brochures		0	0
First aid kits for distribution	250	50	12500
Smoke detectors	200	20	4000
Carbon Monoxide detectors	100	50	5000
Safety materials	500	2	1000
Technology and Software:			0
GIS (Geographic Information System) software for location tracking	2		0
analytics software			
Telemedicine capabilities for remote consultations	1	0	0
Mobile apps for quick access to medical references	2	250	500
Infection Control Supplies:			0
Disinfectants and cleaning supplies	1		0
Biohazard waste disposal containers	1		0
			0
			0
Subtotal Budget for (C) vehicle and equipment			0

Total Requested \$ 255,055.83

Title: Enhancing Community Health: Mobile Integrated Health Paramedic Program for Green Bay Metro Fire Department

Introduction: The Green Bay Metro Fire Department recognizes the critical need for innovative healthcare approaches, especially in response to the ongoing challenges posed by the COVID-19 pandemic. The proposed Mobile Integrated Health Paramedic Program aims to revolutionize community healthcare delivery by providing proactive, comprehensive, and timely medical services to underserved populations in our region. Leveraging American Rescue Plan (ARPA) funding allocated for Coronavirus State Fiscal Recovery Funds and Coronavirus Local Fiscal Recovery Funds, this program will enhance emergency response capabilities and promote public health outcomes.

Problem Statement: The COVID-19 pandemic has underscored the vulnerabilities within our healthcare system, particularly regarding access to essential services, health disparities among marginalized communities, and strains on emergency response resources. These challenges have necessitated a proactive approach to healthcare delivery, requiring innovative solutions to bridge gaps in service delivery and improve community health outcomes.

Project Description: The Mobile Integrated Health Paramedic Program aims to establish a proactive healthcare model by deploying highly trained paramedics equipped with specialized resources to deliver preventative, primary, and follow-up care directly to residents within the Green Bay Metro Fire Department's service area. Key components of the program include:

1. **Community Outreach and Education:** Engaging with underserved communities to provide health education, preventive care, and resources, fostering a culture of wellness and empowerment.
2. **Mobile Health Units:** Equipping paramedics with specialized vehicles outfitted with medical equipment, allowing for on-site assessments, basic medical procedures, vaccinations, and referrals.
3. **Collaborative Care:** Partnering with local healthcare providers, social services, and community organizations to ensure seamless coordination of care and support services for individuals with complex health needs.
4. **Data-Driven Approach:** Utilizing data analytics to identify community health trends, optimize resource allocation, and measure the program's impact on improving health outcomes.

Goals and Objectives:

- Reduce emergency room visits by 20% among underserved populations within 12 months.
- Increase vaccination rates by 15% within targeted communities by providing accessible immunization services.
- Provide preventive care and health education to at least 150 individuals in the first year of program implementation.

Budget Breakdown:

- Personnel costs for specialized paramedics and a program coordinator.

- Acquisition and outfitting of a mobile health unit.
- Training, education, and outreach materials.
- Data analytics software and technology infrastructure.
- Miscellaneous operational expenses.

Evaluation Plan:

- Regular assessment of key performance indicators, including emergency room utilization rates, vaccination records, and community engagement metrics.
- Surveys and feedback mechanisms to gauge community satisfaction and perceived impact on health outcomes.
- Quarterly reports and annual assessments to monitor progress toward program goals.

Request for Funding: We are seeking \$250,000 in funding support from the Brown County Public Health Department through the American Rescue Plan's Coronavirus State Fiscal Recovery Funds and Coronavirus Local Fiscal Recovery Funds. This funding will enable the successful initiation and sustainable operation of the Mobile Integrated Health Paramedic Program over the next 12 months.

Conclusion: The Mobile Integrated Health Paramedic Program represents a transformative approach to healthcare delivery, addressing the immediate and long-term health needs of underserved communities while alleviating strain on emergency response systems. This initiative aligns with the objectives of the ARPA funding, aiming to improve public health, reduce disparities, and build a resilient healthcare infrastructure.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # T.4

To approve the purchase of an Aruba Core Switches for the City Hall for a total cost of \$128,942.00 funded by ARPA allocation.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request 4-09-24 Aruba Switches IT



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

Phone 920.448.3047
Fax 920.448.3050

3/18/2024

Finance Committee 4/09/2024.

Consideration and possible action to approve the Purchase of a Aruba 8360v2-48Y4C Core Switch's with 5yr Foundation Care Warranty which includes exchange if needed.

Possible action on the purchase of replacement core network switches for the City hall data center. This purchase is to update and replace the current aging equipment. This is a one-time purchase that includes a 5 year warranty, with no additional costs annually for those 5 years moving forward. The total cost of this purchase is \$128,942.00. This is a request to use ARPA funding for Data Center Upgrades. CCCP Camera Corner Connecting Point is the certified supplier for Aruba Switches for our area and they provide any required diagnostic and warranty services that may be required. Pricing is established by the manufacturer and static from all distribution points. The account code for this purchase is 218120-55140-83098, ARPA Project 10-6-006.

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



We have prepared a quote for you

Core Switching

Quote # CCCP020734
Version 1

Prepared for:

City of Green Bay

Dave Wilquet
Dave.Wilquet@greenbaywi.gov



Aruba Core Switching

Product Details	Qty	Price	Ext. Price
The product benefits from HPE Aruba's registered special pricing is applied, which surpasses state contract pricing.			
Aruba 8360v2- 48Y4C Ethernet Switch - Manageable - 25 Gigabit Ethernet, 100 Gigabit Ethernet - 25GBase-X, 100GBase-X - TAA Compliant - 3 Layer Supported - Modular - 725 W Power Consumption - Optical Fiber - 1U High - Rack-mountable	2	\$18,658.00	\$37,316.00
HPE Foundation Care - Extended Warranty - 5 Year - Warranty - 24 x 7 x 4 Hour - Service Depot - Exchange	2	\$15,987.00	\$31,974.00
Aruba 1G SFP LC LX 10km SMF Transceiver - For Data Networking, Optical Network - 1 x LC 1000Base-LX Network - Optical Fiber - Single-mode - Gigabit Ethernet - 1000Base-LX	34	\$370.00	\$12,580.00
Aruba 10G SFP+ LC LR 10km SMF Transceiver - For Data Networking, Optical Network - 1 x LC 10GBase-LR Network - Optical Fiber - Single-mode - 10 Gigabit Ethernet - 10GBase-LR	3	\$1,483.00	\$4,449.00
Aruba 1G SFP LC LH 70km SMF Transceiver - For Optical Network, Data Networking - 1 x LC 1000Base-LH Network - Optical Fiber - Single-mode - Gigabit Ethernet - 1000Base-LH	1	\$1,940.00	\$1,940.00
Aruba 6300F 48-port 1GbE Class 4 PoE and 4-port SFP56 Switch - 48 Ports - Manageable - 3 Layer Supported - Modular - 4 SFP Slots - 86 W Power Consumption - Twisted Pair, Optical Fiber - 1U High - Rack-mountable - Lifetime Limited Warranty	4	\$5,488.00	\$21,952.00
HPE Foundation Care Exchange - Extended Service - 5 Year - Service - 9 x 5 x Next Business Day - Service Depot - Exchange	4	\$2,681.00	\$10,724.00
HPE Aruba 100G QSFP28 to QSFP28 1m Direct Attach Copper Cable - 3.28 ft QSFP28 Network Cable for Network Device - First End: 1 x QSFP28 Network - Second End: 1 x QSFP28 Network - 100 Gbit/s	4	\$216.00	\$864.00
Aruba 50G SFP56 to SFP56 0.65m Direct Attach Copper Cable - 2.13 ft SFP56 Network Cable for Network Device - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network	3	\$164.00	\$492.00



Aruba Core Switching

Product Details	Qty	Price	Ext. Price
HPE Aruba 50G SFP56 to SFP56 3m Direct Attach Copper Cable - 9.84 ft SFP56 Network Cable for Network Device - First End: 1 x SFP56 Network - Second End: 1 x SFP56 Network - 50 Gbit/s	2	\$252.00	\$504.00
Aruba Fiber Optic Network Cable - 9.84 ft Fiber Optic Network Cable for Network Device - First End: SFP28 Network - Male - Second End: SFP28 Network - Male - 25 Gbit/s	2	\$164.00	\$328.00
Aruba 10G SFP+ LC SR 300m OM3 MMF Transceiver - For Data Networking, Optical Network - 1 x LC 10GBase-SR Network - Optical Fiber - Multi-mode - 10 Gigabit Ethernet - 10GBase-SR - Plug-in Module	11	\$529.00	\$5,819.00

Subtotal: \$128,942.00



Core Switching

Bill To:

City of Green Bay

Dave Wilquet
100 North Jefferson Room 106
Green Bay, WI 54301
(920) 448-3020
Dave.Wilquet@greenbaywi.gov

Ship To:

City of Green Bay

Dave Wilquet
100 North Jefferson
Green Bay, WI 54301
(920) 448-3020
Dave.Wilquet@greenbaywi.gov

Quote Information:

Quote #: CCCP020734

Version: 1
Delivery Date: 03/08/2024
Expiration Date: 03/26/2024

Sales Rep:
Chris Nelson
920-438-0334
chris.nelson@cccp.com

Quote Summary

Description	Amount
Aruba Core Switching	\$128,942.00

Total: \$128,942.00

IMPORTANT: Any legal document should refer to us as ACP CreativIT, LLC d/b/a Camera Corner Connecting Point or CCCP.

Additionally, all deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement.

Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the Camera Corner/Connecting Point website www.cccp.com

Please note: Quotes do not reflect tax. Shipping, handling, and other fees may apply. Contact your Account Executive with any questions. We reserve the right to cancel orders arising from pricing or other errors.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # T.5

To approve the purchase of 19-EA 2024 Ford Police Inceptor Utility Vehicles KBA AWD for the City of Green Bay Police Department for \$42,783.00 each for a total cost of \$812,877.00 from bonded funds.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Finance Committee Request 4-9-24 Police Inceptors Patrol Vehicles



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

Phone 920.448.3047
Fax 920.448.3050

3/18/2024

Finance Committee 4/09/2024.

Consideration and possible action to approve the Purchase of 19-EA 2024 Ford Police Inceptor Utility Vehicles KBA AWD for the City of Green Bay Police Department. The cost for the purchase of these vehicles before upfitted are \$42,783.00 each for a total cost of \$812,877.00. There will be three Purchase Order's cut for these. The first will be a purchase of 8 Vehicles that are currently ready for shipment. The second part of this purchase will be for 10 Vehicles those will be ordered and will be subject to build dates and will be ready later in the year. The last Vehicle that will be ordered will be a replacement for a vehicle that was lost in a crash.

Vehicles are being Purchased through State of Wisconsin Contract: 505ENT-M24-VEHICLES-00

From Ewald Automotive Group.

Funding for these Purchases will be coming out of 2023 and 2024 Bonded Funding.

Account String:

2023 Bonded 423300-55140-27330

2024 Bonded 423300-55140-27330

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Green Bay Police Department

2023 and 2024 Approved Bonded Funds

Requisition #75

Department Contact for this Requisition: Rick Jurkanis @ 3237

Specs for 2024 Ford Interceptor Utility NON-HYBRID Vehicles (18 Each)

Approximate cost per vehicle: \$42,783 (\$770,094 total)

Account Number: Approved Bond Funds (See below for funding breakdown)

Created and Approved by Rick Jurkanis 3/14/24

Note: State Bid price through Ewald Automotive

Please review specs with GBPD Mechanic Foreperson James Spsychalski before issuing Purchase Order

\$390,000: 2023 Bond 423300-55140-27330

\$380,094: 2024 Bond 423300-55140-27335



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Green Bay Police Department

Prepared For: Lt. Tom Buchmann

920.448.3217

tom.buchmann@greenbaywi.gov

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD





Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

	MSRP
Base Price	\$47,165.00
Dest Charge	\$1,595.00
Total Options	(\$724.00)
Subtotal	\$48,036.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$5,253.00)
Subtotal Discount	(\$5,253.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$42,783.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$42,783.00

Comments:

2024 Ford Police Interceptor Utility Non-Hybrid to your specs as detailed, (similar to '23 Hybrid orders). Registration fees are not included. Delivery can not be anticipated due to current market conditions. Subject to allocation approval from Ford.

Final order date 12/21/23 or sooner.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

Standard Equipment

Mechanical

- Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)
- Transmission: 10-Speed Automatic (STD)
- 3.73 Axle Ratio (STD)
- 50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
- Transmission w/Oil Cooler
- Automatic Full-Time All-Wheel
- Engine Oil Cooler
- 80-Amp/Hr 800CCA Maintenance-Free Battery
- Hybrid Electric Motor 220 Amp Alternator
- Class III Towing Equipment -inc: Hitch
- Trailer Wiring Harness
- Police/Fire
- 1670# Maximum Payload
- GVWR: 6,840 lbs (3,103 kgs)
- Gas-Pressurized Shock Absorbers
- Front And Rear Anti-Roll Bars
- Electric Power-Assist Steering
- 19 Gal. Fuel Tank
- Dual Stainless Steel Exhaust
- Permanent Locking Hubs
- Strut Front Suspension w/Coil Springs
- Multi-Link Rear Suspension w/Coil Springs
- Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
- Lithium Ion Traction Battery

Exterior

- Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
- Tires: 255/60R18 AS BSW
- Steel Spare Wheel

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Exterior

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Driver Information Center

Redundant Digital Speedometer

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Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior

Trip Computer
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2024 Ford Police Interceptor Utility AWD	\$47,165.00

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon tank *CREDIT*	(\$2,830.00)

TRANSMISSION

CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
500A	Order Code 500A	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
—	3.73 Axle Ratio (STD)	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

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Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD ( Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
67U	Ultimate Wiring Package -inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Contours through 2nd row; channel for wiring, Grille LED Lights, Siren & Speaker Pre-Wiring	\$560.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
51V	Dual (Driver & Passenger) LED Spot Lamps (Whelen)	\$665.00
549	Heated Sideview Mirrors	\$60.00
59F	Keyed Alike - 0576x	\$50.00

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Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	\$0.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$25.00
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	\$160.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
67V	Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$185.00
76R	Reverse Sensing System	\$275.00
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	Inc.

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
Delivery	Delivery from Hartford Ford to Green Bay	\$126.00
Options Total		(\$724.00)

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Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

Price Summary

PRICE SUMMARY	
	MSRP
Base Price	\$47,165.00
Total Options	(\$724.00)
Vehicle Subtotal	\$46,441.00
Destination Charge	\$1,595.00
Grand Total	\$48,036.00

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Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.

Green Bay Police Department

2024 Approved Bonded Funds

Requisition #80

Department Contact for this Requisition: Rick Jurkanis @ 3237

Specs for 2024 Ford Interceptor Utility NON-HYBRID Vehicles (1 Each)

Approximate cost per vehicle: \$42,783

Account Number: Approved Bond Funds (See below for funding breakdown)

Created and Approved by Rick Jurkanis 3/20/24

Note: State Bid price through Ewald Automotive

Please review specs with GBPD Mechanic Foreperson James Spsychalski before issuing Purchase Order

\$42,783: 2024 Bond 423300-55140-27335

Rick Jurkanis

From: Rick Jurkanis
Sent: Wednesday, March 20, 2024 5:54 AM
To: Kim Rivest; Nate Froemming; Hailey Heath
Cc: Thomas Walenski; Troy VanHandel; Kristal Tyczkowski; Rick Jurkanis
Subject: RE: Green Bay, City of; DOL: 2/26/2024 # APD071617 Squad 59 total loss
Attachments: Total Loss Evaluation.pdf

Sorry Hailey:

I forgot to include you.

Rick

From: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Sent: Wednesday, March 20, 2024 5:53 AM
To: Kim Rivest <Kim.Rivest@greenbaywi.gov>; Nate Froemming <Nate.Froemming@greenbaywi.gov>
Cc: Thomas Walenski <Thomas.Walenski@greenbaywi.gov>; Troy VanHandel <Troy.VanHandel@greenbaywi.gov>; Kristal Tyczkowski <Kristal.Tyczkowski@greenbaywi.gov>; Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Subject: FW: Green Bay, City of; DOL: 2/26/2024 # APD071617 Squad 59 total loss

Good Morning Kim and Nate:

When this check arrives, can it please be deposited into our 2024 Bond fund for squads (423300-XXXXX-27335). I will enter a separate requisition for the replacement squad as we need to submit support documentation for the replacement purchase. Thanks!

Rick

From: James Spychalski <James.Spychalski@greenbaywi.gov>
Sent: Thursday, March 14, 2024 3:11 PM
To: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Subject: Fwd: Green Bay, City of; DOL: 2/26/2024 # APD071617 Squad 59 total loss

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From: notifications@origamirisk.com <notifications@origamirisk.com> on behalf of Ann Marie Carini <notifications@origamirisk.com>
Sent: Thursday, March 14, 2024 2:09:55 PM
To: James Spychalski <James.Spychalski@greenbaywi.gov>; Hailey Heath <Hailey.Heath@greenbaywi.gov>
Subject: Green Bay, City of; DOL: 2/26/2024 # APD071617 Squad 59 total loss

Hello James and Hailey:

A check for \$35,828.00 has been requested from CVMIC's accounting department and is being sent to the City of Green Bay, representing the ACV minus deductible.

As the vehicle was insured for replacement value up to \$62,435.00 minus your \$2,500.00 deductible, CVMIC will reimburse you for up to a \$59,935 total on this claim for the documented replacement.

This means that CVMIC will pay up to an additional \$24,107 for documented replacement costs. Please send invoices when you have them.

Please let me know if you have any questions.

Thank you,

Ann Marie

Year: 2021 Make: FORD Model: Explorer Interceptor VIN: 1fm5k8aw9mna07244



Ann Marie Carini

Liability & Auto Physical Damage Claims Adjuster

tel: (414) 831-5984

office: (262) 784-5666(262) 784-5666 (ext 184)

web: www.cvmic.com

fax: (262) 784-5599(262) 784-5599

ACCURATE CLAIMS

TOTAL LOSS EVALUATION

Claim APD071617

INSURED: CITY OF GREEN BAY CLAIMANT: N/A

MAKE: FORD MODEL: EXPLORER YEAR: 2021 MILEAGE: 7599

VIN# 1FM5K8AW9MNA07244 DATE OF LOSS: 2/26/2024

COMPARABLE VEHICLE QUOTES

NADA	\$	32,050.00
DEALER/WEB SITE	\$	39,763.00
DEALER/WEB SITE	\$	39,902.00
DEALER/WEB SITE	\$	41,597.00
TOTAL:	\$	153,312.00
AVERAGE OF QUOTES:	\$	38,328.00

DEDUCTIONS

MILEAGE:	\$	-
SALVAGE RETENTION		
CONDITION:		
<u>TOTAL DEDUCTIONS:</u>	\$	-
TITLE FEE	\$	-
DEDUCTIBLE	\$	2,500.00
SETTLEMENT AMOUNT	\$	35,828.00

SALVAGE QUOTES

BUYER:	
PHONE#	
AMOUNT:	
BUYER:	
PHONE#	
AMOUNT:	
BUYER:	
PHONE#	
AMOUNT:	

SALVAGE MOVED: NO

EXPLANATION OF EXEMPTIONS ABOVE: _____

ADDITIONAL COMMENTS: _____

ADJUSTER: Dean Pierre DATE: 3/1/2024



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Green Bay Police Department

Prepared For: Lt. Tom Buchmann

920.448.3217

tom.buchmann@greenbaywi.gov

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD





Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

Quote Worksheet

	MSRP
Base Price	\$47,165.00
Dest Charge	\$1,595.00
Total Options	(\$724.00)
Subtotal	\$48,036.00
Subtotal Pre-Tax Adjustments	\$0.00
Less Customer Discount	(\$5,253.00)
Subtotal Discount	(\$5,253.00)
Trade-In	\$0.00
Subtotal Trade-In	\$0.00
Taxable Price	\$42,783.00
Sales Tax	\$0.00
Subtotal Taxes	\$0.00
Subtotal Post-Tax Adjustments	\$0.00
Total Sales Price	\$42,783.00

Comments:

2024 Ford Police Interceptor Utility Non-Hybrid to your specs as detailed, (similar to '23 Hybrid orders). Registration fees are not included. Delivery can not be anticipated due to current market conditions. Subject to allocation approval from Ford.

Final order date 12/21/23 or sooner.

Dealer Signature / Date

Customer Signature / Date

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Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

Standard Equipment

Mechanical

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed) (STD)

Transmission: 10-Speed Automatic (STD)

3.73 Axle Ratio (STD)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

Police/Fire

1670# Maximum Payload

GVWR: 6,840 lbs (3,103 kgs)

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

Exterior

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps

Tires: 255/60R18 AS BSW

Steel Spare Wheel

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Data Version: 21128. Data Updated: Dec 4, 2023 6:41:00 PM PST.



Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (✔ Complete)

Exterior

Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights

Entertainment

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Integrated Roof Antenna
1 LCD Monitor In The Front

Interior

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

Interior

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Driver Information Center

Redundant Digital Speedometer

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (✓ Complete)

Interior

Trip Computer
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 100,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
K8A	2024 Ford Police Interceptor Utility AWD	\$47,165.00

COLORS

CODE	DESCRIPTION
UM	Agate Black

ENGINE

CODE	DESCRIPTION	MSRP
99B	Engine: 3.3L V6 Direct-Injection (FFV) -inc: (136-MPH top speed), Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon tank *CREDIT*	(\$2,830.00)

TRANSMISSION

CODE	DESCRIPTION	MSRP
44U	Transmission: 10-Speed Automatic (44U)	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	MSRP
500A	Order Code 500A	\$0.00

AXLE RATIO

CODE	DESCRIPTION	MSRP
—	3.73 Axle Ratio (STD)	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	MSRP
UM	Agate Black	\$0.00

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

SEAT TYPE

CODE	DESCRIPTION	MSRP
96	Charcoal Black, Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
67U	Ultimate Wiring Package -inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Contours through 2nd row; channel for wiring, Grille LED Lights, Siren & Speaker Pre-Wiring	\$560.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
51V	Dual (Driver & Passenger) LED Spot Lamps (Whelen)	\$665.00
549	Heated Sideview Mirrors	\$60.00
59F	Keyed Alike - 0576x	\$50.00

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD (Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
18D	Global Lock/Unlock Feature -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	\$0.00
43D	Dark Car Feature -inc: Courtesy lamps disabled when any door is opened	\$25.00
52P	Hidden Door-Lock Plunger -inc: rear-door controls inoperable (locks, handles and windows), Can manually remove window or door disable plate w/special tool, Locks/windows operable from driver's door switches	\$160.00
60A	Grille LED Lights, Siren & Speaker Pre-Wiring	Inc.
67V	Front & Rear Police Wire Harness Connector Kit -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector	\$185.00
76R	Reverse Sensing System	\$275.00
85R	Rear Console Plate -inc: Contours through 2nd row; channel for wiring	Inc.

CUSTOM EQUIPMENT

CODE	DESCRIPTION	MSRP
Delivery	Delivery from Hartford Ford to Green Bay	\$126.00
Options Total		(\$724.00)

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Ewald Automotive Group

Scott Kussow | 262-567-5555 | skfleet@ewaldauto.com

Vehicle: [Fleet] 2024 Ford Police Interceptor Utility (K8A) AWD ( Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	\$47,165.00
Total Options	(\$724.00)
Vehicle Subtotal	\$46,441.00
Destination Charge	\$1,595.00
Grand Total	\$48,036.00

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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # T.6

To approve the purchase of 12 ea. Motorola APX 8500 Radios and One APX 8500 All Band Radio for the command center communications for a total of \$97,990.75.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Finance Comm Request 4-9-24 Comand Center Radios Police-Fire



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

Phone 920.448.3047
Fax 920.448.3050

3/18/2024

Finance Committee 4/09/2024.

Consideration and possible action to approve the Purchase of 12 ea. Motorola APX 8500 Radios and One APX 8500 All Band Radio. Radios will be programmed and fitted with all Updates and Enhancements for the Command Center Communications. Quote # 2525247. This purchase is being made under WSC (Wisconsin State Contract) Contract # 24752 for a total of \$97,990.75.

Funding is coming out of 2025 Bonded Money under the Account Code 424200-55150-41216

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

03/05/2024

GREEN BAY DEPT OF PUBLIC WORKS, CITY OF
1820 MILLS ST
GREEN BAY, WI 54307

RE: Motorola Quote for Updated 3-5-2024
Dear Robert Jones,

Motorola Solutions is pleased to present GREEN BAY DEPT OF PUBLIC WORKS, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide GREEN BAY DEPT OF PUBLIC WORKS, CITY OF with the best products and services available in the communications industry. Please direct any questions to Jeffrey Frank at franksradio@franksradioservice.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jeffrey Frank

Motorola Solutions Manufacturer's Representative

Billing Address:
GREEN BAY DEPT OF PUBLIC
WORKS, CITY OF
1820 MILLS ST
GREEN BAY, WI 54307
US

Quote Date:03/05/2024
Expiration Date:05/04/2024
Quote Created By:
Jeffrey Frank
frankradio@
frankradioservice.com

End Customer:
GREEN BAY DEPT OF PUBLIC WORKS,
CITY OF
Robert Jones
Robert.Jones@greenbaywi.gov
920.391.3651

Contract: 24752 - WCA

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	12	\$5,893.68	\$4,302.39	\$51,628.68
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	12	\$6.00	\$4.38	\$52.56
1b	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	12	\$105.00	\$76.65	\$919.80
1c	G51AT	ENH:SMARTZONE	12	\$1,650.00	\$1,204.50	\$14,454.00
1d	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	12	\$0.00	\$0.00	\$0.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	12	\$66.00	\$48.18	\$578.16
1f	G843AH	ADD: AES ENCRYPTION AND ADP	12	\$523.00	\$381.79	\$4,581.48
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	12	\$0.00	\$0.00	\$0.00
1h	G67EH	ADD: REMOTE MOUNT E5 MP	12	\$327.00	\$238.71	\$2,864.52
1i	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	12	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	12	\$567.00	\$413.91	\$4,966.92
1k	GA01670AA	ADD: APX E5 CONTROL HEAD	12	\$717.00	\$523.41	\$6,280.92
1l	W22BA	ADD: STD PALM MICROPHONE APX	12	\$79.00	\$57.67	\$692.04
1m	QA09113AB	ADD: BASELINE RELEASE SW	12	\$0.00	\$0.00	\$0.00
1n	G361AH	ENH: P25 TRUNKING SOFTWARE APX	12	\$330.00	\$240.90	\$2,890.80
1o	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	12	\$0.00	\$0.00	\$0.00
	APX™ 8500					
2	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	1	\$5,893.68	\$4,302.39	\$4,302.39
2a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1	\$6.00	\$4.38	\$4.38
2b	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	1	\$105.00	\$76.65	\$76.65
2c	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	2	\$17.00	\$12.41	\$24.82
2d	G51AT	ENH: SMARTZONE	1	\$1,650.00	\$1,204.50	\$1,204.50
2e	GA00092AU	ADD: APXM DUAL E5 CH	1	\$627.00	\$457.71	\$457.71
2f	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
2g	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	1	\$0.00	\$0.00	\$0.00
2h	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2	\$66.00	\$48.18	\$96.36
2i	G843AH	ADD: AES ENCRYPTION AND ADP	1	\$523.00	\$381.79	\$381.79
2j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
2k	G67EH	ADD: REMOTE MOUNT E5 MP	1	\$327.00	\$238.71	\$238.71



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	\$0.00	\$0.00	\$0.00
2m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	\$567.00	\$413.91	\$413.91
2n	GA01670AA	ADD: APX E5 CONTROL HEAD	1	\$717.00	\$523.41	\$523.41
2o	W22BA	ADD: STD PALM MICROPHONE APX	2	\$79.00	\$57.67	\$115.34
2p	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
2q	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	\$330.00	\$240.90	\$240.90
Grand Total				\$97,990.75(USD)		

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # T.7

To approve the award of Forward Appraisal for the Services Revaluation for a total cost of \$225,000 for the 2027 revaluation.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request Revaluation Appraisal 3-2024



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

Phone 920.448.3047
Fax 920.448.3050

3/18/2024

Finance Committee 4/09/2024.

Consideration and possible action to approve the Award of Forward Appraisal for the Services of Revaluation of the City of Green Bay.

Total Cost for this purchase is \$225,000. This will be funded through the State of Wisconsin Trust Fund. 420102-53001-83097

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



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

Phone 920.448.3047
Fax 920.448.3050

3/7/2024

RE: Notice of Intent to Award
RFP # 2024-07 Revaluation Assessment

Dear Sir/Madam:

The evaluation of proposals received for this RFP has been completed and the following is recommended for award:

The City of Green Bay Park Assessors Department is recommending awarding the Revaluation Assessment to Forward Appraisal. In the amount of \$225,000.

The recommended award will be brought for approval before the next Finance Committee meeting scheduled for April 9, 2024 at 4:30pm.

The meeting is open to the public and attendance is not required. As the room and time may change, please confirm the date, time, and location if you plan to attend.

Please see the summary of bids received for this project.

Thank you for your continued interest in doing business with the city of Green Bay. If you have any questions, or require additional information, please feel free to contact me at 920-448-3049.

Sincerely,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Attachment

CC: Russ Schwandt

PROPOSAL FOR REVALUATION SERVICES

2024-07 Revaluation Assessment
COGB Revaluation Assessment

Forward Appraisal Inc.
P.O. Box 13434
Green Bay, WI 54307

Submitted:
March 4th, 2024

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P.O. Box 13434
Green Bay, WI 54307

To: City of Green Bay
100 N Jefferson Street, Room 101
Green Bay, WI 54301-5026

I have enclosed the following proposal in response to your request for information regarding a revaluation for the City of Green Bay.

Forward Appraisal has been providing assessment services for the City of Green Bay Assessor's Office since 2006. Our work has included reviewing and valuing commercial and residential properties, assisting with mobile homes and personal property, supporting the transition to new software Market Drive, creating and interpreting custom database queries, and other responsibilities in the Assessor's office. In 2022 we worked with the assessment staff to complete a city-wide revaluation, successfully defended those values at open book and board of review, and achieved compliance with Department of Revenue standards.

Forward Appraisal has over twenty-five years of experience and has been contracted to perform commercial and residential assessments and revaluations throughout the state of Wisconsin. Our mission is to provide professional, fair, and equitable assessment services. Our satisfaction comes from working with civic leaders and property owners to build their confidence in the assessment process. This confidence is built by having accurate and current information while maintaining solid business relationships with the community and City staff.

I look forward to continuing our work with the City and would be available to answer any questions at your request. Thank you for your consideration.

Sincerely,

Steven J. Shepro

Company Overview

Company Legal

Forward Appraisal, Inc.
P.O. Box 13434
Green Bay, WI 54307

Contact

Name: Steven J. Shepro – Owner
Title: Assessor II
Email: steve@forwardappraisal.com
Phone: 608-206-3002

Name: Nichole J. Tesch – Appraiser / Manager
Title: Assessor II & III
Email: nichole@forwardappraisal.com
Phone: 608-444-6216

Company History

In 2006, after more than 13 years in the appraisal business, Steven started Forward Appraisal to meet the demand for a more customized appraisal service for municipalities and statutory assessors. By contracting specific assessment needs, Forward Appraisal has been able to focus and specialize in meeting the needs of each individual assessor or municipality.

Services

Forward Appraisal is a locally owned, Wisconsin-based company offering valuation and assessment services for communities throughout Wisconsin. Our background includes the valuation of residential, commercial, and agricultural property using CAMA systems such as CLT, Market Drive, GVS, and Marshall & Swift. We provide the following assessment services:

- Full statutory assessment services
- Annual maintenance of all property classes (building permits, property splits, new deeds, owner requested reviews, photographs, and sketching)
- Valuation of exempt properties
- Analysis of commercial income and expense data
- Defense of property values for Open Book, Board of Review, and 70.85 hearings
- Sales analysis – reviews and modeling
- Revaluations

Capability

Forward Appraisal has been providing assessment services to the City of Green Bay since 2006. During this time, we have updated and valued commercial and residential property, completed the most recent city-wide revaluation, and assisted in other areas of the Assessor's Office. We regularly maintain and analyze market sales data as well as financial data to stay current on values of both residential and commercial properties. We have prioritized working cooperatively with City appraisers and other departments to ensure assessment work is completed efficiently and accurately.

Outside the City of Green Bay, we are the contracted Statutory Assessor and Commercial Appraiser for the City of Stevens Point, City of Wisconsin Rapids and City of Marshfield. We have performed recent commercial revaluation services in the City of Kaukauna, City of Waupaca, and the City of La Crosse. We have also performed recent residential and commercial revaluations for the City of Stevens Point and the City of Marshfield.

Green Bay Market Experience

As residents of the Green Bay area, we have been able to remain informed on new projects, buildings, and developments in the City of Green Bay. Additionally, we have had the opportunity to review and analyze all commercial sales within the City of Green Bay over the past twelve years.

This exposure has provided us with valuable information and allowed us to establish familiarity with the Green Bay sales market trends as well as market trends throughout the State of Wisconsin.

Personnel

Steven Shepro (Owner / Assessor / Commercial and Residential Appraiser)
Assessor II

Nichole Tesch (Commercial and Residential Appraiser)
Assessor II & III

Scott Alvey (Commercial and Residential Appraiser)
Assessor II

STEVEN J. SHEPRO

QUALIFICATIONS

Certified Assessor II by the Wisconsin Department of Revenue
Active member of the Wisconsin Association of Assessing Officers

EXPERIENCE

2005 – Current	Forward Appraisal, Inc	Green Bay, WI
<i>Owner / Assessor</i>		
■ Extensive experience valuing commercial properties ■ Completion and filing of all statutorily required forms with the Wisconsin Department of Revenue ■ Work cooperatively with City and County officials to resolve assessment issues from prior years ■ Review and valuation of residential, commercial, agricultural, and exempt properties ■ Successfully defend property values at Open Book, Board of Reviews and 70.85 hearings ■ Assist Municipal staff with Open Book and Board of Review ■ Set up neighborhoods and model land cost tables for revaluations ■ Commercial Assistance for: The City of Green Bay and The City of Marshfield ■ Statutory Assessor for: The City of Wisconsin Rapids and The City of Stevens Point		

1993 – 2005	Bowmar Appraisal, Inc.	Appleton, WI
<i>Appraiser</i>		
■ Field review and valuation of residential, commercial, agricultural, and exempt properties ■ Extensive work valuing commercial properties and working with commercial property owners ■ Provided defense of values at Open Books and Board of Review hearings ■ Completed full appraisal reports of several specialty properties ■ Implemented new listing sheet, to be used for gathering commercial property data ■ Developed procedure and form for collecting income and expense data		

RELATED SKILLS

Experienced with Microsoft Excel, Access, and Word

CAMA Software programs: CLT, Market Drive, GVS and Marshall & Swift

Sketching software programs: Apex, WinSketch and RapidSketch

NICHOLE J. TESCH

EDUCATION

2003-2007 University of Wisconsin – Green Bay Green Bay, WI
 Bachelor's Degree in Business Administration, Emphasis in Marketing
 Spanish Minor
 International Studies Certificate
 ■ Graduated Cum Laude

QUALIFICATIONS

Certified Assessor II and Assessor III by the Wisconsin Department of Revenue
 Active member of the Wisconsin Association of Assessing Officers

EXPERIENCE

2007 – Current Forward Appraisal, Inc Green Bay, WI
Commercial/Residential Appraiser and Technical Support

- Valuation of residential, commercial, personal, and mobile home properties
- Planning and implementation of several data conversions from various CAMA systems
- Planning and implementation of several city revaluations
- Development of Microsoft Access custom queries and reports for the purposes of defending value, internal statistical analysis, and providing information to other departments.
- Organization and preparation of documents presented at Board of Review
- Preparation of materials for valuation estimates and progress reports to various City departments
- Organization and analysis of annual sales ratio studies and review of sales studies conducted by the Department of Revenue
- Completion of Department of Revenue required reports, including the Annual Assessor's Report, Municipal Assessment Report, TID Assessment Report and Exempt Computer Report

2007 – Ongoing Bowmar Appraisal, Inc. Appleton, WI
Administrative Assistant

- Prepare reports for Board of Review cases
- Input and sketch residential properties using Market Drive
- Create spreadsheets for commercial property changes in each municipality
- Extract data from Market Drive to import and organize into a workable database

RELATED SKILLS

Advanced knowledge of Microsoft Excel, Access, Word, and PowerPoint

Experience utilizing CAMA Software CLT, Market Drive, and GVS

Specialized in Market Drive import specification writing, custom query writing, cost modeling and troubleshooting

NICHOLE@FORWARDAPPRAISAL.COM

P.O. BOX 13434 • GREEN BAY, WI 54307 • PHONE (608) 444-6216

SCOTT D. ALVEY

EDUCATION

2012-2014 University of Wisconsin – Green Bay Green Bay, WI
 Bachelor's Degree in Mathematics
 Minor in Human Development
 Minor in Spanish

QUALIFICATIONS

Certified Assessor II by the Wisconsin Department of Revenue
 Active member of the Wisconsin Association of Assessing Officers (WAAO)
 Active member of the WAAO Education Committee

EXPERIENCE

2017 – Current Forward Appraisal, Inc Green Bay, WI
Commercial/Residential Appraiser

- Valuation of residential, commercial, personal and mobile home properties
- Preparation of documents presented at Board of Review
- Input and sketch commercial and residential properties using Market Drive
- Preparation of materials to assist in the presentation of progress reports to various City offices
- Assistance in organization and analysis of annual sales ratio studies and review of sales studies conducted by the Department of Revenue
- Assistance with Department of Revenue required reports; including the Annual Assessor's Report, Municipal Assessment Report, TID Assessment Report and Exempt Computer Report

2015 - 2017 Shopko Corporate Green Bay, WI
Category Assistant

- Analyze daily, weekly, monthly sales metrics
- Create spreadsheets to track merchandise movement, orders, and data flow
- Preparation of reports for executive meetings
- Communicate with vendors, stores, and technical support
- General category management and upkeep

RELATED SKILLS

Proficient to advanced knowledge of Microsoft Excel, Access, Word, Outlook, and PowerPoint

Experience utilizing CAMA software (CLT and Market Drive) and sketching programs (RapidSketch, Apex, AutoCAD, Revit)

Specialized in report generation and mathematical analysis of same

Interpersonal (soft) skills from a history of sports (competing and coaching), volunteer positions, and previous customer service and supervisory roles

SCOTT@FORWARDAPPRAISAL.COM

P.O. BOX 13434 • GREEN BAY, WI 54307

Scope of Work

Revaluation Type

A Market-Interim Revaluation is to be performed for the City of Green Bay.

Revaluation Objectives (Scope of Work as described in RFB #2024-07 on Form D)

1. Reviewing and confirming all neighborhood delineations, making modifications if necessary. All modifications will be supported and followed up with a new boundary map, which will be given to GIS maintenance staff to create a new neighborhood map.
2. Researching and reviewing all land sales for the purpose of establishing land values.
3. Calibrating models in Market Drive software for valuing all land in the City. This will include commercial, residential, and other land not subject to use-value rates.
 - a. Land models will use common units of measure (square foot, acres, front foot, etc.). No land will be “site valued” or “gross valued”.
 - b. Land models will be set up for each neighborhood
 - c. Unique land circumstances will be identified by GIS review and proper adjustments made for items such as size, shape, location, contamination etc.
 - d. All exempt properties will be assigned to an appropriate neighborhood so a market value for land can be estimated.
4. Testing land models for accuracy and reporting results to the Assessor.
5. Researching and reviewing all improved sales for the purpose of establishing improvement values.
6. Calibrating models in Market Drive software for valuing all improvements in the City. This will include commercial, residential, agricultural and any other non-manufacturing or non-exempt improvements.
 - a. Commercial Income and Expense surveys should be distributed, collected and analyzed in order to build a thoroughly supported Income Valuation Model. CoStar data will be available for use should the surveys be incomplete.
 - b. Commercial cost model will be based on Marshall & Swift, with proper and supported adjustments tailored to the Green Bay market
7. Testing improvement models for accuracy and reporting results to the Assessor.
8. Adjusting models based upon observations in the field and any new verifiable sales.
9. Reviewing final new values and amounts of change, paying special attention to atypical or very large percentage changes.
10. Assisting with the generation and mailing of notices.
11. Attending Open Book, answering property owner questions and providing any property owner follow-up.
12. Attending Board of Review and assisting in the defense of new property values.
13. City shall provide access to records (electronic and written), valuation software, and computer equipment.
14. Assessor staff will review residential values, answer property owner’s questions, conduct meetings at Open Book and defend residential values at the Board of Review.

Implementation Plan

Start Work	2024
Phase 1	From Start Date until conclusion of 2026 Board of Review Audit and cleanup of existing data (ongoing) Analysis of Sales Data (ongoing) Establish and teach revaluation-specific work processes for in-house staff Gather detailed sales data Gather income and expense data
Phase 2	From conclusion of 2026 Board of Review until conclusion of 2027 Board of Review Modeling of Land Modeling of Residential Improvements Modeling of Commercial Improvements Model Calibration Final Review
End Work	2027 Assessment Roll Completed

Phase 1

Audit of Existing Data

1. Review and correct all items on the Assessment Roll Audit Report

This report identifies errors such as ranch homes with second floor square footage, homes with rec rooms listed but no basement square footage, commercial buildings with mis-matched occupancies, etc.

2. Review and correct all items on the Incomplete Records Report

This report identifies properties that are missing data required to generate a value using Market Drive, as well as properties that are missing electronic sketches and digital photos. *NOTE: The City could scan existing sketches to meet the electronic records requirement; however, we would not recommend that because the CAMA software is integrated to pull square footage from the sketch to ensure accurate assessments.*

3. Review all neighborhood boundaries and ensure all parcels are correctly assigned
4. Compare and correct acreage differences between Brown County and Market Drive
5. Identify and label all waterfrontage using current maps
6. Verify all land has an appropriate and consistent unit of measure

Analysis of Sales Data

Detailed analysis of sales data is the foundation for establishing models that produce market values. Much of this work is done by the Assessor and Assessment Staff each year when reviewing the validity of sales. Our responsibility is to review and stratify that data annually to ensure it is useful and properly applied when determining models.

1. Review of land sales since last revaluation (2022)
2. Review of improved sales 3 years prior to 2027 revaluation (2024-2026 sales)

Phase 2

Land Modeling

Existing land models will be adjusted based on valid vacant land sales and improved sales using the abstraction method where necessary.

Unique lots (irregular shape, access, contamination etc.) will be identified and adjusted properly.

Residential Improvement Modeling

Residential improvements will be valued using Wisconsin Property Assessment Manual Volume II with modifications made to reflect market conditions identified through the following studies:

1. Analysis of new construction costs and new home sales to determine local modifier
2. Analysis of depreciation based on sales studies
3. Analysis of necessary market modifiers for residential components (style, interior and exterior ratings, basement egress, etc.)

Commercial Improvement Modeling

Commercial improvements will be valued using Marshall & Swift Cost Manual with modifications made to reflect market conditions identified through the following studies:

1. Analysis of new construction costs and sales to determine local modifier
2. Distribution and analysis of income surveys (with the incorporation of CoStar data) for producing an income valuation approach for relevant commercial properties
3. Identify custom market adjustments for commercial property types based on sales data

Model Calibration

All models will be tested by comparing newly computed value with recent sales data. Additional adjustments will be made if necessary.

Final Review

All commercial properties will be office-reviewed for consistency and equitability. Residential properties will be reviewed by assigned appraisers (in-house) with some assistance from Forward Appraisal where needed.

Documentation of Progress

All work will be conducted in cooperation with the Assessor and Assessment Staff. The Assessor and Forward Appraisal personnel will meet monthly, or as needed, to review the overall progress of the revaluation. The Assessor will be kept up to date on the progress of the revaluation at these meetings and will be responsible for communicating to us the level of satisfaction with the work being performed.

City Involvement

The following assumptions were made regarding the City's involvement in the revaluation:

1. The City will furnish adequate office space for Forward Appraisal to conduct business. This would include an office, with a computer and access to all paper records, electronic records, and Market Drive and Apex software.

2. The City will be responsible for the cost of printing and mailing all notifications of assessment (approximately 35,000 letters) as well as assisting with stuffing and mailing those notices.
3. The City will facilitate the setup and coordination of GIS integration within Market Drive CAMA software.
4. City Assessor and City Appraisers will be expected to hold Open Book and Board of Review along with Forward Appraisal. This includes handling calls and walk-ins pertaining to residential properties located in their assigned neighborhoods.
5. The City will maintain and provide access to CoStar data as a commercial valuation resource.
6. The City Assessor and City Appraisers will continue to be responsible for maintenance year work including building permits, sale reviews, requested reviews, splits and combinations, and mobile home valuations.

Estimate of Cost

The total cost for this proposal has been provided on Form D – Bid Offer Form

We welcome any discussion on specific items of this proposal and are willing to discuss alternative options that the City may want to consider.

Compensation for the work performed would be divided up and billed monthly, beginning when the work starts and ending when the job is completed satisfactorily.

All work progress would be monitored and overseen by the City Assessor.

**Form A: Signature Affidavit****RFB #: 2024-07***This form must be returned with your response.*

In signing Bids/Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Bids/Proposals, that Bids/Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Bids/Proposals have not been knowingly disclosed prior to the opening of Bids/Proposals to any other Bidders/Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Bid/Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Bids/Proposals, declares that the attached Bids/Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Bidders/Proposers shall provide the information requested below. Include the legal name of the Bidders/Proposers and signature of the person(s) legally authorized to bind the Bidders/Proposers to a contract.

Has your Company ever been debarred ___ Yes X No If, So Please Explain

Forward Appraisal LLC

COMPANY NAME

Steven J Shepro
SIGNATURE

3/4/2024

DATE

Steven J. Shepro

PRINT NAME OF PERSON SIGNING

**Form B: Receipt of Forms and Submittal Checklist****RFB #: 2024-07***This form must be returned with your response.*

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	✓
Form A: Signature Affidavit	✓	N/A
Form B: Receipt of Forms and Submittal Checklist	✓	N/A
Form C: Vendor Profile	✓	N/A
Form D: Bid Offer Form	✓	N/A
Form E: References	✓	N/A
Statement of Qualifications (SOQ) if necessary		
Appendix A: Standard Terms & Conditions	N/A	✓
Appendix B: Contract for Purchase of Services	N/A	✓
Addendum # 1		✓

Forward Appraisal LLC

COMPANY NAME

**Form C: Vendor Profile****RFB #: 2024-07***This form must be returned with your response.***COMPANY INFORMATION**

COMPANY NAME (Make sure to use your complete, legal company name.) Forward Appraisal LLC			
FEIN 20-4584317		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.) Steven J Shepro		TITLE Owner/Assessor	
TELEPHONE NUMBER 608-206-3002		FAX NUMBER N/A	
EMAIL steve@forwardappraisal.com			
ADDRESS PO Box 13434	CITY Green Bay	STATE WI	ZIP 54307

ORDERS/BILLING CONTACT

Address where City purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME Nichole Tesch		TITLE Appraiser / Manager	
TELEPHONE NUMBER 608-444-6216		FAX NUMBER N/A	
EMAIL nichole@forwardappraisal.com			
ADDRESS PO Box 13434	CITY Green Bay	STATE WI	ZIP 54307

CREDIT CARD

STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD: <i>The City does not pay service charges.</i>	YES _____ or NO <u>X</u> _____ (check one)
--	---

	Form D: Bid Offer Form
	RFB #: 2024-07

This form must be returned with your response.

Prepare the bid offer form as all inclusive, not-to-exceed, fixed fees:

- Fixed Fee – All prices, rates, fees and conditions outlined in the proposal shall remain fixed and valid for the entire length of the contract and any/all renewals.
- Please consider a price proposal as supplemental info to this bid form (Please note the bid form should be filled out also if that is the case)

Scope of Work

1. Reviewing and confirming all neighborhood delineations, making modifications if necessary. All modifications will be supported and followed up with a new boundary map, which will be given to GIS maintenance staff to create a new neighborhood map.
2. Researching and reviewing all land sales for the purpose of establishing land values.
3. Calibrate models in Market Drive software for valuing all land in the City. This will include commercial, residential, and other land not subject to use-value rates.
 - a. Land models will use common units of measure (square foot, acres, front foot, etc.) No land will be "site valued" or "gross valued".
 - b. Land models will be set up for each neighborhood
 - c. Unique land circumstances will be identified by GIS review and proper adjustments made for items such as size, shape, location, contamination etc.
 - d. All exempt properties will be assigned to an appropriate neighborhood so a market value for land can be estimated.
4. Testing land models for accuracy and reporting results to the Assessor.
5. Researching and reviewing all improved sales for the purpose of establishing improvement values.
6. Calibrate models in Market Drive software for valuing all improvements in the City. This will include commercial, residential, agricultural and any other non-manufacturing or non-exempt improvements.
 - a. Commercial Income and Expense surveys should be distributed, collected and analyzed in order to build a thoroughly supported Income Valuation Model. CoStar data will be available for use should the surveys be incomplete.
 - b. Commercial cost model will be based on Marshall & Swift, with proper and supported adjustments tailored to the Green Bay market.
7. Testing improvement models for accuracy and reporting results to the Assessor.
8. Adjusting models based upon observations in the field and any new verifiable sales.
9. Reviewing final new values and amounts of change, paying special attention to atypical or very large percentage changes.
10. Assisting with the generation and mailing of notices.
11. Attending Open Book, answering property owner questions and providing any property owner follow-up.
12. Attending Board of Review and assisting in the defense of new property values.
13. City shall provide access to records(electronic and written), valuation software, and computer equipment.
14. Assessor staff will review residential values, answer property owner's questions, conduct meetings at Open Book and defend residential values at the Board of Review.

Qualifications

1. Bidder should be familiar with and have appraisal experience in Green Bay / Metro real estate market
2. Bidder will have experience setting land values in both commercial and residential classes
3. Bidder will have extensive experience using Market Drive assessment software
4. Bidder will have the proven ability to work well with City staff and City Assessor

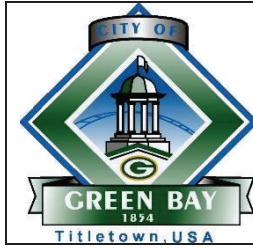
Total Bid -Lump Sum Project \$ 225,000

Questions:

1. What is the lead time after notice to proceed? available to begin immediately

If yes, please explain: N/A

Forward Appraisal LLC

**Form E: References****RFB #: 2024-07***This form must be returned with your response.*

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME City of Marshfield		CONTACT NAME Steve Barg, City Administrator	
ADDRESS 207 W 6th Street	CITY Marshfield	STATE WI	ZIP 54449
TELEPHONE NUMBER 715-486-2003	FAX NUMBER		
EMAIL steve.barg@ci.marshfield.wi.us			
CONTRACT PERIOD January 1, 2023 - October 31, 2023		YEAR COMPLETED 2023	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK Revaluation of all properties (no additional inspections) completed for the 2023 assessment year.			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME City of La Crosse		CONTACT NAME Shannon Neumann, Assessor	
ADDRESS 400 La Crosse Street	CITY La Crosse	STATE WI	ZIP 54601
TELEPHONE NUMBER 608-789-7544	FAX NUMBER		
EMAIL neumanns@cityoflacrosse.org			
CONTRACT PERIOD April 21, 2022 - December 31, 2022		YEAR COMPLETED 2022	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK Revaluation of commercial properties only (no additional inspections) completed for the 2022 assessment year.			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME City of Stevens Point		CONTACT NAME Corey Ladick, Comptroller / Treasurer	
ADDRESS 1515 Strongs Ave	CITY Stevens Point	STATE WI	ZIP 54481
TELEPHONE NUMBER 715-346-1573	FAX NUMBER		
EMAIL cladick@stevenspoint.com			
CONTRACT PERIOD August 1, 2022 - July 31, 2023		YEAR COMPLETED 2023	TOTAL COST
DESCRIPTION OF THE PERFORMED WORK Revaluation of all properties (no additional inspections) completed for the 2023 assessment year.			



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # T.8

To approve the purchase of Audio-Visual Equipment for Council Chambers from ACP CreativIT LLC for a total cost of \$130,731.76 funded by ARPA allocation.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request 4-9-24 Audio Visual Upgrade Council Chambers



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

Phone 920.448.3047
Fax 920.448.3050

4/01/2024

Finance Committee 4/09/2024.

Consideration and possible action to approve the Purchase of Audio-Visual Equipment to upgrade the current equipment in the Council Chambers. The total cost of the purchase with installation is \$120,325.86.

Equipment and Install is being Purchased through State of Wisconsin Contract:

UW-Madison Purchasing Contract 22-5174

Recommended Vendor: ACP CreativIT LLC (d/b/a Camera Corner Connecting Point or CCCP)

Funding for these Purchases will be coming out of ARPA.

Account String: 218120-55140-83098

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



Driven by technology,
powered by creativity



City Council Chambers

City of Green Bay

Dave Wilquet

Dave.Wilquet@greenbaywi.gov

Priced According to UW-Madison Purchasing Contract 22-5174
As Amended



Our Mission:

To provide world-class technology solutions with an unwavering commitment to our Customers, Vendor Partners and Employees while providing an environment that encourages profitable growth, learning and fun!

Site Address:

City of Green Bay
100 North Jefferson

Green Bay WI 54301

Billing Address:

City of Green Bay
100 North Jefferson Room 106

Green Bay WI 54301

ACP CreativIT LLC (d/b/a Camera Corner Connecting Point or CCCP)

529 N. Monroe 851 Commerce Ct
Green Bay, WI 54301 Buffalo Grove, IL 60089
Website: www.cccp.com www.acpcreativit.com

Project #: OPP127171
Modified Date: 03/12/2024
Revision: 13
Acct. Manager Michael Seering



Driven by technology,
powered by creativity



Project Description:

Integration Services Scope of Work

- A. Summary:** The objective of this project is to improve the council chamber audiovisual systems for better attendee viewer and better control experience for operators.

Audio System: The gooseneck microphones at each council member seat will have a base added to accommodate various speaking positions. LED logic lights will notify a user when they are muted or unmuted based on mayor's control. A new wireless combo system shall be added to the system with option between handheld or belt pack and lavalier microphones. Ambient ceiling microphones shall be added for the live stream. A new amplifier will replace the existing. The in-ceiling speakers, assistive listening RF system, and media outputs shall remain the same.

Video System: The video system will be completely redesigned. New displays will allow for better imaging. An additional display will be added to the front wall for viewing the agenda. A remote accessible production mixer will be added to stream to YouTube. The system will be a matrix so operators can send any source to any display. The system's max resolution will be 1080P/60. New sources include a powered USB-C or HDMI at clerk desk, a powered USB-C or HDMI at presenter lectern, an agenda source, a computer to host Zoom with dual output, and overflow outputs to common council room displays. In addition, three PTZ cameras will replace the existing cameras for conferencing and live streaming purposes. Controls shall include auto, position presets, and Picture-by-picture mode. The existing video outputs for media at the back of the room will not be used.

Control System: The controllers will be located at the mayor's seat. It will be a 24" touch panel with a 16:9 aspect ratio that can be controlled with a mouse and keyboard if needed. The control interface will be similar to the existing with a several quality-of-life updates (see below for more details). Remote operators will be able to access the interface through a dedicated URL. A digital signal processor shall be added to the rack for controlling everything. A dedicate AV network switch shall be added to route all audiovisual over IP traffic.

B. System Description – Council Chambers

- a. **Functionality Description:** The room is designed for governmental meetings and parliamentary procedure. Polling, request to speak, and other features are conducted via the Owner's Civic Clerk software on each member's device. Audiovisual reproduction will be supplied by the Contractor. The room will be operated by the mayor and support staff and supported by IT.
- b. **Source Devices:**
 - i. One (1) USB-C with power or HDMI input, at clerk's desk
 - ii. One (1) USB-C with power or HDMI input, at the presenter's lectern.
 - iii. One (1) HDMI input for owner media player, in rack.
 - (1) To input agenda as source to system
 - iv. Two (2) HDMI inputs from Zoom host, in rack.
 - (1) Host computer provided by the Contractor, the Owner shall provision the device and provide a Zoom license.
- c. **Displays:**
 - i. One (1) 98" flat panel display, replacing existing projector.
 - (1) Replacing projector and projection screen.
 - (2) Pull out accessory grants access to service technicians for behind display.
 - (3) Owner to provide power behind display.

- ii. One (1) 65" flat panel display, replacing existing public view display.
 - (1) Re-using existing column mount.
- iii. One (1) 65" flat panel display, replacing existing public view display.
 - (1) Re-using existing column mount.
- iv. One (1) 55" flat panel display, mounted on front wall.
 - (1) To display agenda
 - (2) Pull out accessory grants access to service technicians for behind display.
 - (3) Owner to provide power behind display.
- v. One (1) streaming production mixer, in rack.
 - (1) Set up to stream to YouTube.
 - (2) Additional graphics and mixing can be added live.
 - (3) Capable of recording to SD card, local SSD, or network directory for archival purposes.
- vi. Two (2) HDMI output boxes, added behind common council chamber displays.
 - (1) Direct to display, available HDMI input.
 - (2) Use IR remote for display to change input.
 - (3) Overflow follows live stream mix
- d. Audio:
 - i. Existing – Thirty-two (32) Sennheiser gooseneck microphone with LED logic, at each member seat.
 - ii. Thirty-two (32) 5XLR gooseneck microphone base, at each member seat.
 - (1) Custom 3' 5XLR to 3XLR + bare logic to accommodate existing infrastructure.
 - (2) XLR5 mic mounts shall be replaced with 2" table grommets and term blocks below the desk
 - iii. One (1) 32-input, 32-output IO box with audio over network capability, in rack.
 - iv. One (1) combo wireless system, in rack.
 - (1) To use handheld microphone OR belt pack with lavalier microphone in chamber for presentations. Not at same time.
 - v. Two (2) ambient microphones, in ceiling above chamber members.
 - (1) For conferencing and live stream to provide ambient feel to room.
 - vi. Two (2) 3-gang plate with 3XLR outputs, in rear of room.
 - (1) Replacing existing box at rear of room.
 - vii. One (1) 2-channel commercial amplifier, in rack.
 - (1) For power existing 70v speaker system.
 - viii. Existing – Ceiling speakers, count unknown.
 - (1) *Option to replace speakers with new shown*
 - ix. Existing – One (1) FM assistive listening system, in rack.
 - x. Audio will be input into the system via the microphones and video sources. It will be processed and distributed by the digital signal processor in the rack. Video audio will playback through all zones. Microphone audio will only playback to the live stream, Zoom, and the public attendee zone. A mono mix of all audio post-control will go the media outputs.
- e. Conferencing/Streaming:
 - i. Three (3) networked, PTZ cameras with 12x optical zoom.
 - (1) One at rear for capturing dais, lectern, and public (if needed).
 - (2) Two at front for capturing council members
 - (3) Presets match each council member in the room to follow unmute by mayor.
 - (4) For use with conferencing, live streaming, or overflow viewing.
 - (5) *Optional: Add hardware for doing Picture-by-Picture view.*
 - ii. One (1) Zoom Room compute device, in rack.
 - (1) Connects to owner Zoom account and makes room a resource for automatically starting meetings without user hosted device.
 - (2) *Requires Owner provided license and administrative set-up prior to installation.*
 - iii. One (1) livestreaming/recording codec, in rack.
 - (1) Ingests single source for recording and broadcasting to social website
 - (2) *Option included for larger codec capable of picture-by-picture*
- f. Controls:
 - i. One (1) 24-inch, 16:9 touch panel, at mayor's seat.
 - (1) Using existing mounting arm.

- (2) Mini-computer attached to rear for hosting user interface.
 - (a) Contractor to provide, Owner to configure.
- (3) Can be used with keyboard/mouse if needed.
- ii. One (1) 10" touch controller, at mayor's seat.
 - (1) For Zoom Room control and joining meetings.
 - (2) PC based. Contractor to provide, Owner to configure.
- iii. One (1) enterprise digital signal processor
 - (1) 64 channels of AEC
 - (2) Processes all room automation, audio, and video
- iv. The user will press the system on button on the touch screen at the mayor's seat to activate the startup sequence. A prompt will ask what type of meeting they'd like to have: council meeting or presentation. UCI will be accessible over private network for remote control via URL.

Council Meeting: For council meeting, a pin code shall be required and shall be definable by administration.

For microphones, control defaults to soloing of members. By selecting the "Party Line" option, the user can unmute multiple microphones. The user will be able to separately mute/unmute the mayor clerk, and wireless combo microphones. All open microphones volume will be managed with an automatic microphone mixer. Each seat on screen can be customized with a jpeg image and name.

Once a member is unmuted, a camera will snap to a preset framing the member or members if on party line. If a member(s) is muted and no one new is selected, the system will transition to a wide shot on another camera. *An optional addition, a picture-by-picture mode can be enabled which will have a static view of the lectern on the left and the unmute following view on the right.* System will default to Auto camera switching but can be overridden with a several presets including Wide Dias, Lectern, Wide Council.

The user will be able to see a preview and program view of video going to the live stream/recording. The user will select a source and then press Send Live to make the active source. User can choose source to be displayed: Clerk PC, Lectern, Zoom People, Zoom Content. User can start, pause, and stop the recording/live stream.

On a sub-page, the user will be able to choose what source goes to what display. Users can save the routing for use in future meetings.

Visual feedback will be applied for actions to make sure action and status is clear.

Presentation: In presentation mode, the user will have control over the presenter lectern microphone and choice between the handheld microphone and body pack microphone. Video sources will default to presenter lectern with option to choose Zoom Content, Zoom People, or blank for displays. If third-party video conferencing systems are desired, the user can plug in their device via the provided USB and select the Other video conference option. User can switch to council meeting mode at any time in the setting menu (pin required).

Zoom Controls: At the mayor's seat will be an additional touch panel dedicated to Zoom Room control. Basic room controls will be integrated into the touch panel similar to presentation mode. If a user starts the system from Zoom Room controller, the main controller will load the presentation mode. Users will then join their meeting. Users can share host access to other admin users for remote control of Zoom from user device.

UCI Changes: First draft of user control interface to be reviewed with owner for a single round of changes prior to installation. An additional round of changes to be included for any updates to UCI after three months of use.

- g. Networking:
 - i. One (1) 24-port, POE++ network switch, in rack.
 - (1) Dedicated to audiovisual devices, no outside access needed.
- h. Electrical:
 - i. Existing – Circuit at rack
 - ii. One (1) 1000W uninterrupted power supply

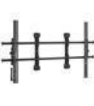
- iii. Three (3) series surge protector, plugged into UPS.
 - iv. Existing – Circuit at projector
 - v. Existing – Circuit at public display
 - vi. Existing – Circuit at council display
 - vii. One (1) 120v 15a circuit at rear display
 - i. Equipment Location:
 - i. Microphones and video outputs will be located in the council chambers. The rack room is located on the north side of the room through two locked doors. Cable path between rack room and council room is existing.
- C. Exclusions: The following work is not included in our Scope of Work:
- a. All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
 - b. Concrete saw cutting and/or core drilling.
 - c. Fire wall, ceiling, roof and floor penetration.
 - d. Necessary gypsum board replacement and/or repair.
 - e. Necessary ceiling tile or T-bar modifications, replacements and/or repair.
 - f. All millwork (moldings, trim, cut outs, etc.).
 - g. Patching and Painting.
 - h. Permits (unless specifically provided for and identified within the contract).
- D. Construction Considerations:
- a. In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by ACP/CCCP. The costs associated with these modifications are not included in this proposal.

Project Resources:

Account Manager:	Michael Seering	Design Engineer:	David Kalsow
Control Programming:	QSYS	DSP Programming:	QSYS
Project Manager:	TBD	Trainer:	TBD
Network Engineering:	n/a	VOIP Engineering:	n/a
Other:	Dante, Zoom Room	Other:	Live streaming

Main Project

	Council Chamber	Unit Price	Price
	2 AUDIX M70W Flush mount, high output ceiling microphone for distance miking	\$376.00	\$752.00
	2 Cables To Go 03983 6ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	\$6.00	\$12.00
	33 CCCP InstallMaterials Term Blocks for Microphones	\$18.23	\$601.72
	635 CCCP CBL-22/1-P Mic/Line audio cable. 22AWG shielded twisted pair with ground wire. Plenum Rated	\$0.32	\$203.20
	93 CCCP CBL-22/2 Mic/Line audio cable. 22AWG shielded twisted pair with ground wire. Two Pair per cable	\$0.40	\$37.20
	825 CCCP CBL-CAT6AS-P 23 gauge 4 pair Cat 6A cable Shielded overall foil, Black - Plenum	\$1.38	\$1,138.50
	300 CCCP *CBL-CAT6-P CAT. 6 Plenum	\$0.82	\$246.00
	6 CCCP AT8X8SC-2224 One Piece RJ45 crimp connector for Cat6 cable	\$5.00	\$30.00
	300 CCCP CBL-SPK-16-P 16 AWG 2 Conductor Non-Shielded Plenum 19 Strand Black Jacket	\$0.68	\$204.00
	11 CCCP InstallMaterials 2" TABLE GROMMET, QTY 3	\$11.00	\$121.00

	4	Chief CSMP9X12 PROXMOUNT PLATE9X12	\$36.00	\$144.00
	1	Chief FCAV1U FUSION PULLOUT	\$279.00	\$279.00
	1	Chief FCAXV1U Fusion™ Extra-Large Pull Out Accessory	\$427.00	\$427.00
	2	Chief FHB5147 HARDWARE KIT	\$12.00	\$24.00
	1	Chief LTM1U Micro-Adjust Tilt Wall Mount Large	\$238.00	\$238.00
	1	Chief PAC115 1/4-20 TOGGLER Anchor Kit - 4 Anchors	\$19.00	\$19.00
	1	Chief PAC116 1/4-20 TOGGLER Anchor Kit - 8 Anchors	\$28.00	\$28.00
	1	Chief XTM1U Micro-Adjust Tilt Wall Mount X-Large	\$282.00	\$282.00
	4	Comprehensive MHD48G-3PROBLK Pro AV/IT Integrator Series MicroFlex 48G 8K HDMI Cable 3 feet-Jet Black	\$23.00	\$92.00
	1	Comprehensive MHD48G-6PROBLK Pro AV/IT Integrator Series MicroFlex 48G 8K HDMI Cable 6 feet-Jet Black	\$30.00	\$30.00
	1	Comprehensive USB3-AA-6ST USB 3.0 A Male To A Male Cable 6ft.	\$8.00	\$8.00
	1	Extron 26-663-12 4K Premium High Speed HDMI Ultra-Flexible Cable - 12' (3.6 m)	\$78.00	\$78.00
	1	Extron 26-663-06 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	\$62.00	\$62.00
	1	HP 89M62UT#ABA Pro Mini 400 G9 Core i5-13500T UHD Graphics 770 256GB M.3PCIe	\$825.00	\$825.00

	1	Lenovo TAPZOMBASLV2 Zoom Room Bundle - Core and 10" Touch Controller	\$2,089.00	\$2,089.00
	1	Lenovo ThinkSmart Core [NB] - ThinkSmart Core, a computing device built on the Intel vPro® platform	\$0.00	\$0.00
	1	Leviton 41089-234-1EP Surface-Mount QuickPort Box, Plenum Rated, 1-Port, Black	\$6.00	\$6.00
	2	Leviton 41089-274-2EP Surface-Mount QuickPort Box, Plenum-Rated, 2-Port, Black	\$6.00	\$12.00
	2	Leviton 61110-124-RE6 eXtreme Cat 6 QuickPort Jack, Black	\$12.00	\$24.00
	3	Leviton 6ASJK-304-RE6 Atlas-X1 Cat 6A Shielded QuickPort Jack, Component-Rated, Black	\$21.00	\$63.00
	4	Liberty AV Solutions LW12112C 10' 3.5mm Male to bare end	\$15.00	\$60.00
	1	Liberty AV Solutions WQ664428 Four gang black wall plate with two audio outputs	\$89.00	\$89.00
	1	Logitech 952-000085 [NB] - Logitech TAP IP Graphite	\$0.00	\$0.00
	10	Martin Audio C6.8T 6" Ceiling Speaker, TwoWay, Vented - White (priced individually sold in pairs)	\$300.00	\$3,000.00
	31	Neutrik NC3MXX-B 3 Pin Male XLR Connector	\$6.00	\$186.00
	1	PHOENIX CONTACT 1401763 DIN Rail, Perforated, 5.5 mm D, 2000 mm L, Aluminum	\$49.00	\$49.00
	160	PHOENIX CONTACT 3100305 Terminal Blocks, IEC 60529:2001-02, 400 (Nominal) V, 1 Level, 23.5 (NS 15) mm, 17.5 (Nominal)A, 26 to 16 AWG, 4.2 mm W	\$6.00	\$960.00

	1	Planar 997-9363-00 24" Touch Screen Monitor	\$296.00	\$296.00
	2	QSC NV-21-PSU 12v 10a Aux Power Supply for NV-21-HU to enable USB-C device charging	\$196.00	\$392.00
	1	QSC SLQBR-P Q-SYS AV Bridging feature license. One license is required per TSC Series Gen 3 touch screen controller with AV Bridging enabled. Perpetual. For NV-21-HU, TSC-70-G3 and TSC-101-G3	\$462.00	\$462.00
	3	QSC LLC NC-12x80 12x Optical Zoom 80° Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. Includes PTZ-WMB1 wall mount bracket	\$3,191.00	\$9,573.00
	6	QSC LLC NV-21-HU 4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder.	\$1,552.00	\$9,312.00
	1	Samsung QB55C Samsung QB55C QBC Series - 55" LED-backlit LCD display - Crystal UHD - 4K - for digital signage	\$865.00	\$865.00
	2	Samsung QB65C Samsung QB65C QBC Series - 65" LED-backlit LCD display - Crystal UHD - 4K - for digital signage	\$1,070.00	\$2,140.00
	1	Samsung QB98T-B QB98T - Edge-Lit 4K UHD LED Display for Business Rated for 24/7 Operation	\$7,659.00	\$7,659.00
	2	Sennheiser 508869 Rod antennas for use with Evolution Wireless Digital receivers.	\$29.00	\$58.00
	30	Sennheiser 505626 Microphone Base featuring a programming button (PTT, PTM, On/Off, Always On). XLR-3 for gooseneck mic and XLR-5 for audio and logic output	\$282.00	\$8,460.00
	22	Sentinel 111S08080090H34 Category 6A and 6 RJ45 Plug For Larger Size Conductors (.044"-.048")	\$5.00	\$110.00

	2	Shure UA505 Mounting Bracket and BNC Adapter for Remote Antenna Mounting (Contains one)	\$39.00	\$78.00
	3	Tripp Lite N201-015-BK CAT6 M-M Cable, 15', Black	\$9.00	\$27.00
	2	Tripp Lite N262-007-BK Cat6a 10G-Certified Snagless Shielded STP Ethernet Cable (RJ45 M/M), PoE, Black, 7ft.	\$11.00	\$22.00

Equipment:	\$51,873.62
Labor:	\$10,532.94
Council Chamber Total	\$62,406.56

Rack Room		Unit Price	Price
	1	APC SMT1000RM2UC APC by Schneider Electric Smart-UPS SMT1000RM2UC 1000VA Rack-mountable UPS - 1000 VA/700 W - 120 V AC - 2U Rack- mountable - 6 x NEMA 5-15R WITH SMARTCONNECT	\$659.00 \$659.00
	1	Audio Science Iyo Dante 32.32M 32 Channel Mic/Line In - 23 Line Out Dante/AES67 Interface, 1RU	\$3,699.00 \$3,699.00
	3	Cable Up MIC-XX-10 Microphone Cable, XLR to XLR, 10'	\$15.00 \$45.00
	3	Cables To Go 00953 0.5ft (0.15m) Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	\$5.00 \$15.00
	8	Cables To Go 03983 6ft Cat6 Snagless Unshielded (UTP) Ethernet Network Patch Cable - Black	\$6.00 \$48.00
	2	Cables To Go 50194 DisplayPort to HDMI Cable 4k 6'	\$49.00 \$98.00
	2	Comprehensive MHD48G-3PROBLK Pro AV/IT Integrator Series MicroFlex 48G 8K HDMI Cable 3 feet-Jet Black	\$23.00 \$46.00

	1	Comprehensive USB3-AB-3ST USB 3.0 A Male To B Male Cable 3ft.	\$7.00	\$7.00
	1	Extron 60-740-01 Passive Audio Summing Adapter with Captive Screw Plug Input and Balanced Output	\$45.10	\$45.10
	1	Extron 60-190-01 1U 9.5" Deep Universal Rack Shelf Kit	\$95.70	\$95.70
	1	Extron 60-1594-01 Single Channel H.264 Streaming Media Processor	\$2,156.00	\$2,156.00
	1	LinkUSA Inc 681-CSTM-230509-002 Custom Panel, 1RU, UV Printed, (1) etherCON Passthrough CCCP Logo	\$55.00	\$55.00
	1	Meanwell GST120A48-P1M Desktop AC Adapters 120W 48V 2.5A Level VI 2.5 x 5.5 plug	\$69.00	\$69.00
	1	Middle Atlantic BR1 1SP PANEL W/BRUSH GROMMET	\$49.00	\$49.00
	1	Middle Atlantic EB1 1SP FLANGED ECONO BLANK	\$9.00	\$9.00
	1	Middle Atlantic EB2 2SP FLANGED ECONO BLANK	\$13.00	\$13.00
	2	Middle Atlantic EB4 4SP FLANGED ECONO BLANK	\$19.00	\$38.00
	3	Middle Atlantic PDX-915R-SP NEXSYS Rackmount Power Series Surge Protection	\$495.00	\$1,485.00
	1	Middle Atlantic SSL 1SP LAMINATED SLIDING SHE	\$99.00	\$99.00
	3	Middle Atlantic UMS1-11.5 1SP UM SHELF,11.5"D	\$46.00	\$138.00

	1	Netgear GSM4230UP 24x1G PoE++ 1440W 2x1G and 4xSFP Managed Switch (Americas) - Switching engineered for 1G AV over IP with rear-facing ports ensuring a clean integration in AV racks.	\$2,143.00	\$2,143.00
	1	QSC LLC Core 610 Network Core for AV&C processing built on Dell PowerEdge Server Technology offering 256x256 networked audio channels with 8x8 Software-based Dante license included, dual Ethernet ports for network redundancy, two auxiliary Ethernet ports, 64 next-generation AEC processors, internal universal PSU, pr	\$4,203.00	\$4,203.00
	1	QSC LLC NV-21-HU 4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder.	\$1,552.00	\$1,552.00
	1	QSC LLC NV-32-H 4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder. 3 HDMI 2.0 Inputs, 2 HDMI 2.0 Outputs, on-board AV Bridging. Supports optional stand-alone "Q-SYS Core Mode" operation for audio DSP with local video switching (no encoding or decoding) and AV Bri	\$2,877.00	\$2,877.00
	4	QSC LLC QIO-GP8x8 Q-SYS peripheral providing control expansion with 8 logic inputs and 8 logic outputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	\$314.00	\$1,256.00
	1	QSC LLC QIO-ML4i Q-SYS peripheral providing 4 mic/line inputs. Up to 4 devices daisy-chainable. 1U-1/4W, powered over Ethernet or +24 VDC. Surface mountable, rack kit sold separately.	\$503.00	\$503.00
	2	QSC LLC QIO-RMK Rack mount tray and blanking panels to mount up to four QIO units in a 1U 19" standard rack format.	\$128.00	\$256.00
	1	QSC LLC SL-DAN-64-P Q-SYS Software-based Dante 64x64 Channel License, Perpetual	\$1,250.00	\$1,250.00
	1	QSC LLC SL-QSE-610-P Q-SYS Core 610 Scripting Engine Software License, Perpetual.	\$728.00	\$728.00
	1	QSC LLC SL-QUD-610-P Q-SYS Core 610 UCI Deployment Software License, Perpetual.	\$406.00	\$406.00

	1	QSC LLC SPA4-60 1/2 RU 4 Channel ENERGY STAR amplifier / Multichannel operation 60 watts into 8? & 4?, Bridged pair operation 200 watts into 8? & 4?, and 250 watts into 70v and 100v / 100-240 VAC Operation.	\$694.00	\$694.00
	1	Sennheiser 508771 All-in-one combo set for digital wireless applications featuring stationary receiver, handheld transmitter and clip-on microphone. 552 - 607.8 MHz	\$1,037.00	\$1,037.00
	1	Tripp Lite N262-010-BK Cat6a 10G-Certified Snagless Shielded STP Ethernet Cable (RJ45 M/M), PoE, Black, 10ft	\$13.00	\$13.00

Equipment:	\$25,786.80
Labor:	\$3,349.50
Rack Room Total	\$29,136.30

Committee Room		Unit Price	Price
	2	Comprehensive MHD48G-3PROBLK Pro AV/IT Integrator Series MicroFlex 48G 8K HDMI Cable 3 feet-Jet Black	\$23.00 \$46.00
	2	QSC LLC NV-21-HU 4K60 4:4:4 Network Video Endpoint for the Q-SYS Ecosystem, software configurable as Encoder or Decoder.	\$1,552.00 \$3,104.00
Equipment:			\$3,150.00
Labor:			\$462.00
Committee Room Total			\$3,612.00

Shipping & Misc. Labor	Unit Price	Price
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	1	ACCP InstallMaterials Miscellaneous installation hardware	\$4,436.00	\$4,436.00
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Equipment:	\$4,436.00
Labor:	\$20,735.00
Shipping & Misc. Labor Total	\$25,171.00
Equipment:	\$85,246.42
Labor:	\$35,079.44
Main Project Total	\$120,325.86

Picture-by-Picture Option

Rack Room		Unit Price	Price
	2 AJA Hi5-PLUS AJA HI5-PLUS HD/SD to HDMI Converter	\$479.00	\$958.00
	180 CCCCP CBL-HD-SDI-3G-P HD-SDI coax, plenum. 18 AWG center conductor rated 3Gb/s 1080p Plenum	\$1.55	\$279.00
	2 Comprehensive MHD48G-6PROBLK Pro AV/IT Integrator Series MicroFlex 48G 8K HDMI Cable 6 feet-Jet Black	\$30.00	\$60.00
	1 Extron 60-1825-01 Six Channel H.264 Streaming Media Processor	\$6,594.50	\$6,594.50
	1 Tripp Lite N262-010-BK Cat6a 10G-Certified Snagless Shielded STP Ethernet Cable (RJ45 M/M), PoE, Black, 10ft	\$13.00	\$13.00
Equipment:			\$7,904.50
Labor:			\$2,501.40
Rack Room Total			\$10,405.90
Equipment:			\$7,904.50
Labor:			\$2,501.40
Picture-by-Picture Option Total			\$10,405.90

Equipment Subtotal:	\$93,150.92
Labor Subtotal:	\$37,580.84
Project Subtotal:	\$130,731.76

PROJECT SUMMARY

Equipment:	\$93,150.92
Labor:	\$37,580.84

Grand Total:	\$130,731.76
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Payment Schedule

	Amount	Due Date
Initial Deposit	\$65,365.88	
Equipment Delivery	\$52,292.70	
Final Acceptance	\$13,073.18	

Assumptions

The list of assumptions below was used to develop this Statement of Work and Quote. If any of these assumptions are not correct or if additional, unanticipated information was uncovered during the project, it may affect the SOW and Quote relative to the installation timeline and/or price. If so, a change order (discussed below) will be written and signed off by the customer before this additional work is performed.

1. The room(s) match(es) the drawings provided
2. Site preparation by the Customer and their contractors includes electrical and data placement per ACP CreativIT specification.
3. Site preparation will be verified by ACP CreativIT project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
4. Customer communication of readiness will be considered accurate and executable by ACP CreativIT project manager.
5. In the event of any arrival to site that ACP CreativIT is not able to execute work and definable progress, the Customer will be charged a \$110/hr per installer Fee to offset the lost time due to the lack of readiness. The Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
6. Rescheduling and redeployment of ACP CreativIT technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
7. There is ready access to the building / facility and the room(s) for equipment and materials.
8. There is secure storage for equipment during a multiple-day integration.
9. If Customer furnished equipment and existing cabling is to be used, ACP CreativIT assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
10. All Network configurations including IP addresses are to be provided, operational and functional before ACP CreativIT integration begins. ACP CreativIT will not be responsible for testing the LAN connections.
11. Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
12. Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted)
13. The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders
14. In developing a comprehensive proposal for equipment and integration services ACP CreativIT's Account Managers and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

Customer Responsibilities

Customer, at its expense, shall:

- A. Provide employees or agents of ACP CreativIT LLC:
 - reasonable access to the premises and facilities
 - suitable and easily accessible floor space that's close to the project area
 - necessary power and grounding
 - an environment that prevents equipment from over-heating and/or exposure to moisture
 - floor plans
 - any other information as needed
- B. Communicate all project related issues with ACP CreativIT LLC in a timely basis such that the project timeline is not imperiled.
- C. Provide all required licensing and software needed to ensure the timely backup of data as well as protection from viruses and other

risks at all levels of the network.

- D. Confirm all drop ship items have arrived.
- E. Do not write on original packaging or boxes. Save all boxes and packing material as they are required for returns/rebates and repairs.
- F. Cover the cost of lift rentals, if necessary to access and/or install all equipment included in this project.
- G. Upon request and prior to scheduling, provide photographic confirmation of the completed customer responsibilities.
- H. Upon project completion, review and verify the system implemented by ACP CreativIT LLC.

Work Schedule/Billing Rate

Rates - Regular billing hours are 7:30am – 5:30pm Monday through Friday. Any work performed outside that range is billed at the after-hours rate. Refer to the Billing Rate Schedule below.

ACP CreativIT LLC will work with the customers schedule when after-hours work is required. ACP CreativIT LLC will confirm the installation timeframe with the customer.

<u>Time</u>	<u>Rate per Hour</u>
7:30am – 5:30pm (M-F)	Published Rate
5:30pm – 7:30am (M-F)	1.5x Published Rate
Saturdays (7:30am-5:30pm)	1.5x Published Rate
Saturdays (5:30pm-12:00am Sunday)	2x Published Rate
Sundays (until 7:30am Monday)	2x Published Rate
Holidays	3x Published Rate

Travel – For any customer within 60 miles of its corporate offices ACP CreativIT LLC charges for service from the time we leave our corporate office until the time our work is complete (i.e., we charge travel to the customer’s location, but not from). In addition, for all service calls greater than 60 miles from our offices, ACP CreativIT LLC reserves the right to charge an additional fee for zone travel charges. In addition, gas prices may at times, require us to include a small surcharge on dispatched trips from our technical team. Your account rep can explain how these charges may apply to you.

(continued on next page)

Labor – Labor for this project is to be billed as follows:

- ☐ **Time and Materials billed off Sales Order**
- ☐ **Time and Materials billed off Block**
- ☐ **Project Based** (*flat fee no matter how long it takes – excluding costs associated with change orders*)

Billing Rate – The billing rate for this project is based on current published rates:

Installation:	\$115/hr
Programming:	\$175/hr
Project Management:	\$150/hr
Design/Engineering:	\$175/hr
Network Engineer:	\$190/hr minimum (certification dependent)

Special Notes on Billing:

Terms

Consulting

% to be Pre-Paid:

Product

% to be Pre-Paid:

Labor

% to be Pre-Paid (from b

% to be Paid n/30:
% Special Terms:

% to be Paid n/30:
% Special Terms:

% to be Paid n/30:
% Special Terms:

Change Management

ACP CreativIT LLC will review change requests to this Statement of Work by you. As part of this review, ACP CreativIT LLC will prepare a Change Order (available upon request) that documents the request and, if applicable, any impact on the project schedule and pricing. ACP CreativIT LLC will incorporate the change into the project schedule and scope of work upon receipt of your signed Change Order. Changes requested can affect the implementation schedule and services quoted. The following personnel at your company are authorized to make change orders:

Name	Title
Name	Title
Name	Title

Planned Down Time

ACP CreativIT LLC will provide prior notice of any necessary system outages during the implementation. In case of unforeseen issues during the installation and cutover, ACP CreativIT LLC will make every effort to minimize any interruption.

Testing

ACP CreativIT LLC will verify that the system and features meet the customer's expectations, as laid out in this document. This includes ensuring that the present functionality of the system is still available unless directed otherwise.

First day of Service

On the first day of service, ACP CreativIT LLC will be available for the customer to discuss questions or issues they may have. We will document all issues and work quickly to resolve them.

Return Policies

We strive to provide our customers with the highest level of service possible. From first visit to order delivery and installation, we want you to be completely satisfied with your experience.

Unless specified, the manufacturer's product warranty does not cover the labor to fix defective product(s).

Unless specified otherwise, all products are covered by the manufacturer's warranty. Please identify any concerns that you have within 30 days of the invoice date. Any issues after the first 30 days will be subject to the restrictions and limitations imposed by our vendors.

All cancelled orders/returns are subject to a 15% restocking fee. Opened software is not returnable. Special order/non-stock items may not be returnable or may be subject to a higher restock fee. Vendor approval will be required prior to the return of opened hardware. Defective hardware may be returned for exchange only. Support blocks are non-refundable. Refund checks will be mailed.

A RETURN AUTHORIZATION ("R.A") REQUEST must be placed by filling out our online Return Authorization Request and is required for ALL returns. (Go to www.cccp.com and click on the Return Authorization Request Form link under Policies & Terms.). You will get a response within 48 hours of your request. Merchandise must be returned within 7 days of the issuance of the R.A.

Please do not write on original packaging or boxes. In addition, save all boxes and packing material as they are required for returns/rebates and repairs.

ACP CreativIT LLC inspects all returns and reserves the right to return merchandise that does not meet manufacturers return authorization criteria.

If you have additional questions, please email returns@cccp.com.

Programming

Programming performed by ACP CreativIT LLC is subject to a limited warranty. ACP CreativIT LLC warrants that the physical medium on which this programming is located is free from defects and that the products impacted by this programming will perform as outlined in this SOW. This limited warranty is good for 60 days from the date of invoice. See Programming Addendum to the SOW if applicable.

Supply Chain

Many of the industries we serve are experiencing considerably longer-than-normal lead times due to COVID-19 related shortages in raw material, production material, semiconductor and microchips, as well as other supply chain issues. As a result of these issues, equipment, material lead times and prices of products we use in the design of projects and customer proposals are subject to change, and may unexpectedly be discontinued without notice. ACP CreativIT/Camera Corner Connecting Point is not responsible for any hardship to our customers caused by these issues, though we will work diligently with the customer and our vendor partners to resolve these issues as quickly and as cost effectively as possible.

Disclaimers and Limitations of Liability

ACP CreativIT LLC WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF ANY EQUIPMENT OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY EQUIPMENT. ACP CreativIT LLC LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ACP CreativIT LLC NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO ACP CreativIT LLC BY CLIENT FOR THE EQUIPMENT OR PARTS, WHICHEVER IS LESS.

Contact for Service

When you need to place a service call to ACP CreativIT LLC, please call us at (920) 438-0333. We will take your name, a brief description of the trouble, and a call back number. We will then contact one of our qualified associates to follow up on your request.

Statement of Confidentiality

This Statement of Work and proposal is the proprietary and confidential property of ACP CreativIT LLC. By accepting possession of this document, the company named in this document agrees to keep the contents in confidence and not to use, duplicate, or disclose for any purpose other than the purpose of evaluating ACP CreativIT LLC ability to provide the services herein, unless otherwise agreed to in writing by ACP CreativIT. On request by ACP CreativIT, the company named in this document agrees to return the copies of the Statement

of Work to ACP CreativIT, together with the other materials supplied by ACP CreativIT.

Non-Solicitation of Personnel

Client agrees not to solicit, directly or indirectly (through individuals, subsidiaries, holding companies, partnerships, subcontractors, employment agencies or any other financially related firms), nor to tender an offer for employment nor place on their payrolls any present ACP CreativIT LLC employee who becomes known to Client in connection with the proper performance of this Agreement during the term of this Agreement and for a period of one (1) year after its termination. In the event Client hires or contracts with a ACP CreativIT LLC employee in violation of the terms of this paragraph, the Client agrees to pay ACP CreativIT LLC as liquidated damages, and not as a penalty, an amount equal to one half of the employee's annual compensation, including but not limited to wages, bonuses and fringe benefits.

Post Installation Review

ACP CreativIT LLC wants to get your feedback to understand how we could serve you better, and improve our relationship with you. We may also ask for referrals or testimonials. Please feel free to contact us with any questions you may have.

Approval for Acceptance and Authorization of Project Completion

ACP CreativIT LLC will work with you to resolve any problems and answer any questions you have regarding the system implementation. Your signature of acceptance will be asked for upon completion of the project.

Approval for Contact Information/Logo Placement

ACP CreativIT LLC will place our logo and contact information on a 1U blank rack panel to provide you convenient contact information.

Approval for Pictures of Completed Project

ACP CreativIT LLC may take pictures of the equipment upon completion of the project. They will be primarily used to document the installation work and reference in the future if design changes or troubleshooting is required. Your signature of acceptance will be asked for upon completion of the project.

Other Approvals

Throughout this project, ACP CreativIT LLC may provide the customer with other documents requiring approval before we begin a particular phase of the project. Such documents are addendums of this document and are subject to all of the same guidelines stated in this document. A non-exhaustive list of examples would include a Programming Addendum to the SOW and a Custom Plate Addendum to the SOW.

Subcontractors

ACP CreativIT LLC may use subcontractors to assist on this project. All work by subcontractors will be directed and/or supervised by ACP CreativIT LLC staff. Tasks that subcontractors may be utilized for include the following:

- Low voltage cabling – including Cat. 6 cabling
- Conduit and raceway work as required
- Physical installation of devices and equipment

Remote Access

Unless specifically directed otherwise, ACP CreativIT LLC will install TeamViewer software on the any provided servers and create a ACP CreativIT LLC account on the system. This access will be used to facilitate service and repair issues as well as programming changes as directed by the owner.

Acceptance and Authorization of SOW

IN WITNESS WHEREOF, the parties hereto each acting with proper authority Accept this Statement of work

Project Name: City Council Chambers

Dave Wilquet

Customer Printed Full Name

Michael Seering

ACP CreativIT LLC Acct Rep Full Name

David Kalsow

ACP CreativIT LLC Engineer Full Name

Title

Title

Title

Signature

Signature

Signature

Date

Date _____

Date _____

An authorized signature on this document acknowledges that the customer has read our Return Policy located on the Company Info page of the ACP CreativIT LLC website www.cccp.com.

After all parties have signed, please provide original to customer and a copy to ACP CreativIT LLC.

Acceptance and Authorization of Project Completion

IN WITNESS WHEREOF, the parties hereto each acting with proper authority Accept this Statement of work

Project Name: City Council Chambers

Dave Wilquet

Customer Printed Full Name

Michael Seering

ACP CreativIT LLC Acct Rep Full Name

David Kalsow

ACP CreativIT LLC Engineer Full Name

Title

Title

Title

Signature

Signature

Signature

Date _____

Date _____

Date _____

Can we use you as a reference or testimonial for the work just completed? Yes _____ No _____

If no, may we ask why?

After all parties have signed, please provide original to customer and a copy to ACP CreativIT LLC.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # U.1

To receive and place on file the staff discussion regarding projects and initiatives for the Parks, Recreation & Forestry Department. **(Informational Only)**

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Director's Report 4.10

**PARKS COMMITTEE
DIRECTOR'S REPORT
WEDNESDAY, APRIL 10, 2024**

PARK DIVISION

- The latest round of April snow was cleared by Park crews on walkways and paths.
- Following the storm, the Park crews cleared fallen branches, trees and other damage caused by the winter storm.
- Ball diamond crews were able to get on a few fields before the snow came and started line striping for spring sports.
- Park crews are continuing to pick litter, check garbage cans, and have presence in our parks on a daily basis.
- Park crews are also continuing to mulch tree rings, and landscape beds as time permits.
- Park shelter rentals begin the weekend of April 6th and 7th and the rental season goes through October.
- Park carpenters are wrapping up a small renovation project in the Bay Beach main pavilion.
- Park supervisors are continuing to review and interview candidates for seasonal positions.

FORESTRY DIVISION

- The pruning crews have completed oak and elm tree pruning. There is a pruning ban now in effect until October 15th.
- The winter tree removal operations continue. Crews are working on the east side of town.
- Staff has completed interviewing applicants and hiring for summer seasonal positions. We are currently at full staff capacity for seasonal positions.
- Forestry staff continue to work with IT staff on transferring our tree inventory to a GIS format.
- Staff continue to mark sites for spring tree planting. Tree deliveries will be coming in the next few weeks. We anticipate starting tree planting the week of April 22nd.
- The Spring snowstorm on April 2nd/3rd resulted in a considerable amount of tree damage. We received over 50 phone calls reporting tree damage. A huge Thank You to forestry staff for their efforts working through the storm to clear roofs, driveways, sidewalks, and roads.

DESIGN & DEVELOPMENT DIVISION

- Staff is working with the consultant on planning for the HVAC upgrades for the Bay Beach Amusement Park pavilion.
- The roof replacement of the Bay Beach Amusement Park pavilion is under construction.

- The stairs of the giant slide will need to be replaced prior to opening due to rusting concerns. The project is well under way and the ride should be back up and running in May.
- The installation of the all-inclusive playground at Bay Beach Amusement Park continues.
- Construction is near completion on the new concession stand/restrooms at the Finger Road Ballfield Complex along with the site utilities.
- The engineering of the site work, shelter and stage is progressing at Leicht Memorial Park. A subconsultant was hired for the audio-visual design of the stage. The consultant will be submitting the 90% complete set of construction plans soon.
- Shipyard Phase 1 construction continues. Work is scheduled to be completed in the summer of 2024.
- Staff are working with the project manager and consultant on the design of the JBS park/boulevard/barn development.
- Staff is working with DPW on the Seymour Park west side storm water management design, which is near completion.
- The Farlin Park redevelopment construction project has been noticed for bidding.
- Bids have been received for the Joannes Park resurfacing project. The parking lot will be resurfaced later this summer.
- Planning continues for the Joliet Park habitat restoration project. The public input meeting that was planned to be held March 21, 2024, at 5:30 p.m. at UW-Green Bay was postponed. Another meeting date will be selected as planning continues.

GREEN BAY CONSERVATION CORPS

- Members continue to remove buckthorn and honeysuckle from Bay Beach Wildlife Sanctuary.
- Crew cut and removed all sod at Perkins Park in preparation for the Sun Garden planting. Members continue to mulch the planting area.
- Year-round members have received their herbicide certifications.
- 3 crew members traveled to Madison to complete their Wilderness First Aid training at the end of March. Two additional members will go through the training in mid-April.
- Staff trained members on hauling trailers in a 2-day training session.
- Year-round members completed the Leadership Pathway and have begun practicing as weekly crew leaders in preparation for the large summer crews.
- Two new members joined the crew in a full-time capacity in March. An additional 3 members will start April 15th.
- Staff continue to attend recruitment fairs and interview for summer members. Seasonal positions are 60% filled.
- The Field Assistant resigned, effective April 1st, and staff have conducted interviews for their replacement.
- Native plants are growing in the greenhouse with an additional donation from the Botanical Gardens which put the greenhouse at maximum capacity for plants.

Members built and installed a watering table in the greenhouse to increase the efficiency of watering nearly 3,000 plants.

- Staff continue to organize volunteer events for the month of April. Currently, 8 volunteer events are scheduled.
- Staff received a donation from the Xerces' Society to fund plants for a rain garden installation at Baird Park near the new playground to satisfy stormwater management requirements.
- Staff finalized the plant order for the WLS Nature Center and was granted more plants than requested. The new planting area will wrap around the entirety of the Nature Center. Planting is planned for May.
- The GBCC program was selected for a Federal Audit through Serve Wisconsin. Staff have been supporting this audit.
- Staff attended the Planning and Policy Committee meeting to answer questions about the Pesticide Policy. The policy was passed and sent to the Council for final approval.
- The 2024-2025 AmeriCorps grant was due in March. Staff submitted the application along with a new grant application to expand the AmeriCorps program into a "Community Corps". Final decisions should be announced in July.

RECREATION DIVISION

- We have 16 playground locations approved in the budget for the summer playground program. We currently have enough seasonal staff hired to fill just over ½ of these sites. We are going to continue to advertise these open positions and promote the program.
- High school and youth baseball and softball field permits have been released.
- The adult softball league registration has begun. We will be offering men's slow-pitch, co-ed slow-pitch and women's and men's modified softball leagues at Beaver Dam Park. The season is scheduled to begin the week of May 6th. We currently have 3 teams registered.
- Registration is currently taking place for our recreation summer day camps at the WLS. The camps will run M-Th for 8 weeks. The recreation summer day camp at the WLS is scheduled to begin the week of June 17th. There are 8 weekly camps being offered from 9 a.m. – 4 p.m., Mondays-Thursdays. Field Trips will take place on Thursdays. Classes are limited to 15 participants. Registration has been great for these camps. There are only a few spots open.
- Registration is currently taking place for our new recreation summer day camps at Perkins and Preble Parks. The camps will run M-Th for 8 weeks. The recreation summer day camps are scheduled to begin the week of June 17th. There are 16 weekly camps being offered from 9 a.m. – 4 p.m., Mondays-Thursdays. Field Trips will take place on Thursdays. Classes are limited to 20 participants. There are still plenty of openings left in these programs.
- We are currently taking registration for our Youth Soccer Skills Program. The program will be held at Edison Middle School beginning April 1. We have 20 participants currently registered.
- We are taking job applications for Summer Playground Leaders, Camp Instructors,

- Softball Umpires and Site Supervisors.
- Planning is underway for the 2024 Mayor's Kids Day to be held Tuesday, June 25th.

AQUATICS

- Off season projects include:
 - Updating staffing plans at all three facilities to become compliant with the updated DATCP 172 Pool Operating Code.
 - Create an updated database on staff certifications to comply with the new requirement that lifeguards must recertify their CPR certifications annually (versus every two years).
 - Research scheduling options to accommodate the increased need for flexible scheduling for our seasonal staff.
- Rehire information has been sent out to all eligible staff in November. Many staff have already committed to returning for the summer of 2024.
- Interview have begun for Pool Facility Attendants and Lifeguards. The positions are quickly filling up, but we still need to hire 25 lifeguards and 19 attendants to be fully staffed for the season.
- A recruitment event will be held Wednesday April 10th 5-7 p.m. at Green Bay Indoor Golf. Returning pool staff will be on hand to educate about our positions and connect with potential new staff.
- Staff will be going out to a few middle schools over the next month to talk to 7th and 8th graders about future pool jobs, how to fill out applications, and interview tips.

BAY BEACH AMUSEMENT PARK

- Staffing
 - Interviews for seasonal staff began on March 1. There are a large number of seasonal staff that will be returning this year.
 - Facility Attendants – 150 Needed to operate at full capacity.
 - Ride Operators – 150 Needed to operate at full capacity.
 - Our staffing is nearly full for this season. There are only a few more positions that need to be filled in order to operate at full capacity.
- Concessions and shelters
 - Concession product pricing has been received from vendors and we are working on setting the sales price for each item.
 - Souvenir apparel and hard goods have been ordered and have begun to arrive.
 - Site work has been completed to prepare for a new grill arrival in the kitchen.
 - Crews have been working hard to give the inside of the pavilion a new paint job.
- Rides
 - Work on replacing the slide stairs has commenced.
 - The East end train track has been repaired and will be ready for opening day.
 - Electrical work on the Bay Beast is completed.
 - Documentation is being revised and updated.
 - Ride set up has begun, but the weather has impacted the progress.
 - Ride signs are being updated for each ride.

Metro Boat Launch

- Docks have been placed and the boat launch is open for the season.
- The MBL will be hosting an annual walleye tournament on April 7th.

Triangle Sports Area

- Disc golf will be set up in April.

WILDLIFE SANCTUARY

- Staff is planning various plantings/beautification projects that will be completed this year. Plants have been ordered and coordination is underway to get them established.
- The security system upgrade timeline has been established and most equipment has been delivered. Installation work will begin soon.
- OAK 4K enrollment interest for the upcoming school year is high with more than a dozen tours already provided to prospective families and several more planned. Registration for 2024-2025 school year is nearly 2/3 full (of 80 available spots).
- The vacant Ranger II position, following the retirement of Ranger Paul Leicht, was filled by long time WLS Ranger Austin Larsen. WLS staff all wish Paul well in his retirement and congratulate Austin!
- All seasonal summer positions have been filled for the 2024 season.
- Wildlife rehabilitation season has started with the first babies of the year arriving early March (owls) and mammals arriving late March/early April. Many Eastern Cottontails have been brought in along with a few squirrels. This signals the start of the 'busy' season for rehab with various other mammals soon to be with young and birds starting to build their nests. Canadian geese are already on eggs at the Sanctuary as well.
- Coordination is underway to complete the Leadership Green Bay dock project. All that is left to do is install an ADA walkway to the new dock at the Whirligig Pond.
- Planning is underway for free summer public programming offerings. Specific programming is still being developed. The tentative schedule includes programs daily Monday through Thursday at 10:30 a.m. & 2 p.m. – Friday at 10:30 a.m., and every Saturday and Sunday at 2 p.m. Full schedule and promo materials will be out soon.
- WLS Summer camps are scheduled for 16 sessions over 8 weeks with many spots already filled.
- Extensive buckthorn removal continues at WLS led by the Green Bay Conservation Corps. Crews have made a visible difference in these invasives and have also been incredibly helpful in assisting the WLS team with ensuring public trails are safe and maintained.
- WLS admin staff visited the Horicon Marsh Nature Center to explore some of their improved signage/exhibits/offerings. We met with their admin staff behind the

scenes, getting ideas and gathering resources for the improvement of our onsite offerings.

ADMINISTRATION

- Reservations for shelter rentals are open for the season.
- Staff are continuing to support special event requests.
- The 2024 rehire of seasonal staff are all activated, and they are working hard to get their paperwork completed.
- The 2024 seasonal positions are now up and we're accepting applications for our upcoming season. We have received many applications already and a few positions are almost full.
- The Brown County Annual Boat Launch Permits are now available for 2024 in our office. The pay station was reactivated March 6th.
- Gift cards, Metal Detecting Permits and Pool passes are on sale in the Parks and Recreation office.
- Staff are working on summer softball registrations, setting up swim lessons and aquatic events for registration opening on April 5th for residents and April 19th for non-residents, our Admin staff are working hard setting them up as well as other activities and programs.



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # V.I

To approve the reports by the Police Department on the February and March 2024 Traffic Enforcement Unit Traffic Safety Plan.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. TRAFFIC SAFETY PLAN February 2024
2. TRAFFIC SAFETY PLAN March 2024



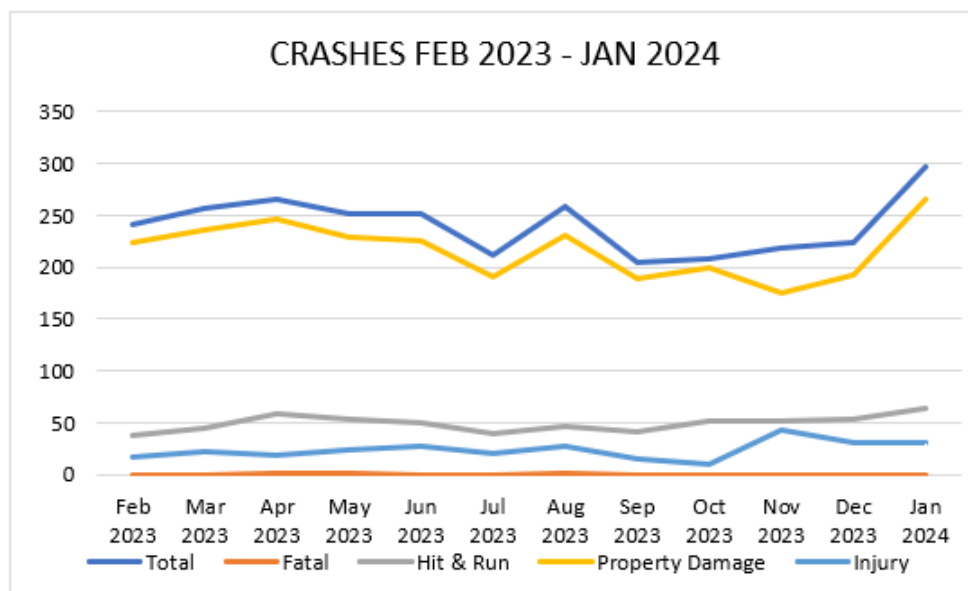
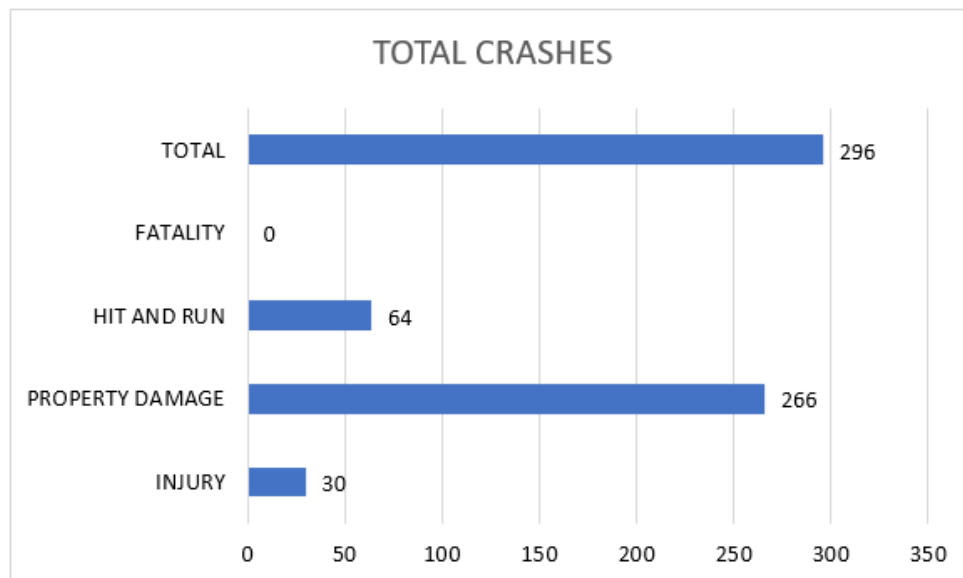
Green Bay Police Department

FEBRUARY 2024

Traffic Safety Plan

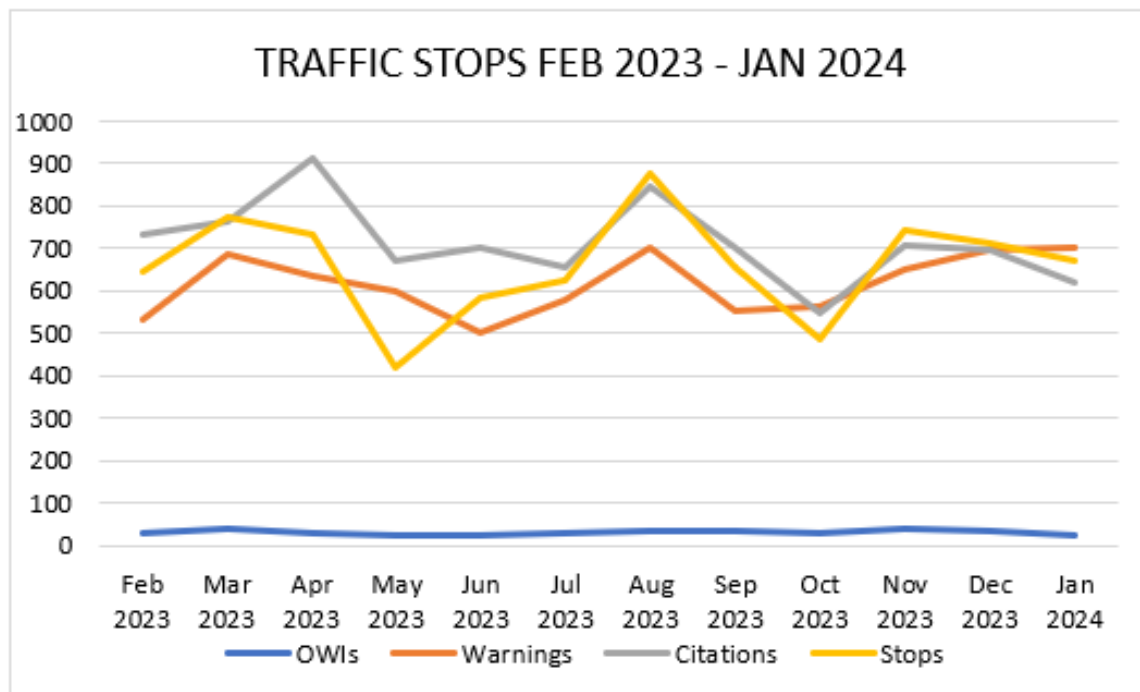
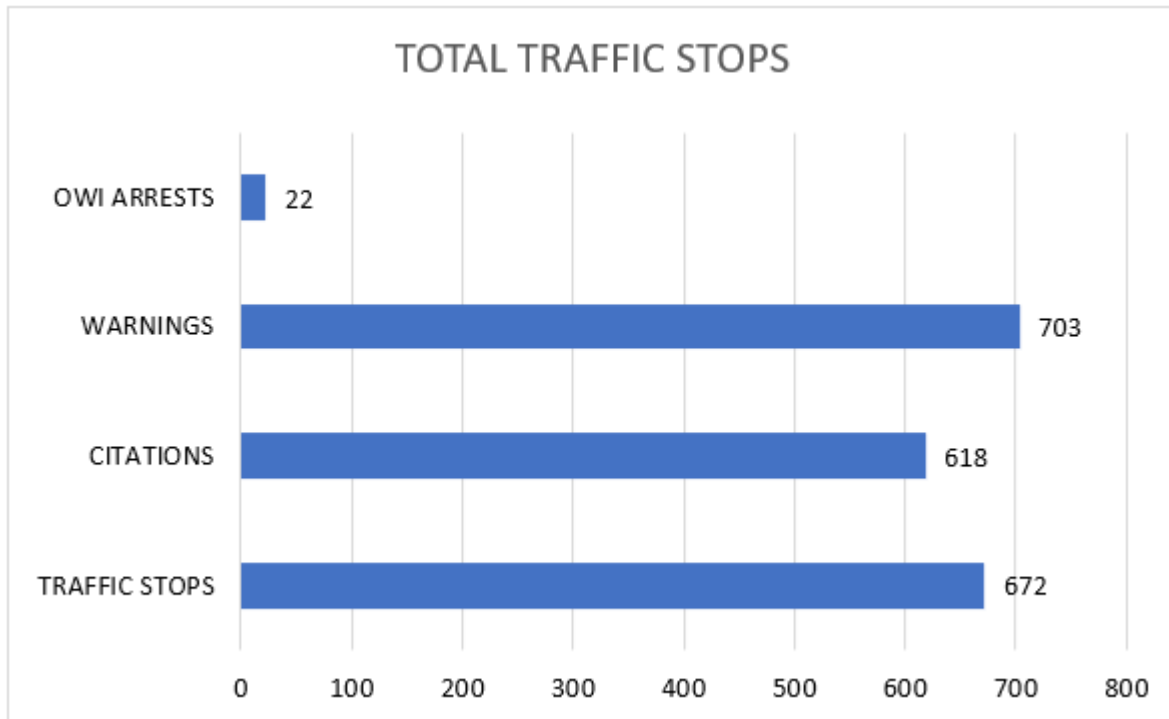
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at the Traffic, Bicycle and Pedestrian Commission meeting.

JANUARY 2024 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

JANUARY 2024 TRAFFIC STOPS



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/intersection, and contact information if you would like follow-up from an officer.

District	Area	Complaint
A	WESTERN AV / LOCUST ST	Vehicles passing school bus with red lights activated
D	HILLSIDE LN / WILLWOOD DR	Speeding
D	300 BLOCK ALPINE DR	Speeding—especially before/after school, illegal passing, and reckless driving
D	HILLSIDE LN / JAMESFORD AV	Speeding and vehicles not stopping for pedestrians in crosswalk
D	600 BLOCK ABRAMS ST	Speeding and loud exhaust

"Fans Don't Let Fans Drive Drunk"

Encouraging Safe Driving and Party Hosting Practices to Celebrate the "Big Game"

"The Big Game" falls on Sunday, February 11, 2024 and the U.S. Department of Transportation's National Highway Traffic Safety Administration (NHTSA) is teaming up with local law enforcement agencies to remind football enthusiasts that *Fans Don't Let Fans Drive Drunk*. If you plan to drink alcohol, plan for a sober ride home. If you're hosting a party, take care of your guests. Utilize ride share services or designate a sober driver.



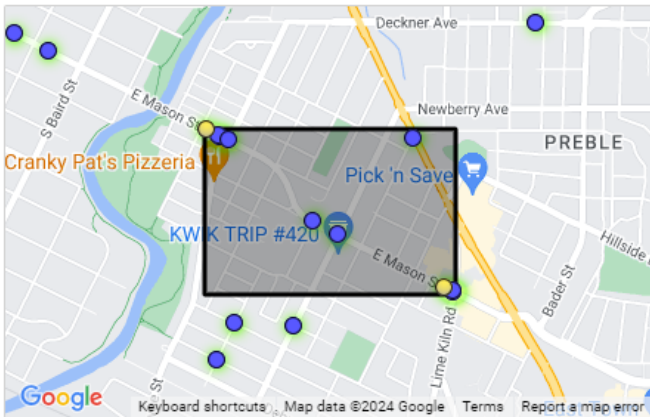
GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

- * BROWN COUNTY OWI TASK FORCE— FEBRUARY 16, 17
- * CLICK IT OR TICKET SEATBELT ENFORCEMENT— FEBRUARY 7, 21, 28
- * LOCAL ALCOHOL ENFORCEMENT—FEBRUARY 23, 24

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.



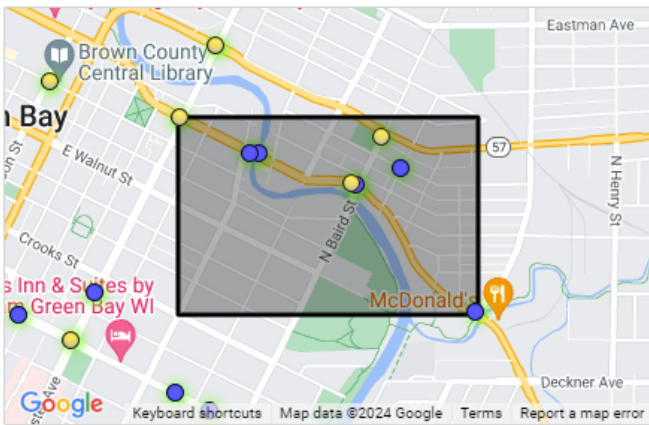
Analysis Area #1: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 10

Contributing Factors:

- Teen Driver (4)
- Impaired (1)
- Occp Protection (1)
- 65+ Driver (1)



Analysis Area #2: GREEN BAY (C)

Roadway: 141

Total Crashes: 8

Contributing Factors:

- Teen Driver (3)
- Speed (2)
- Distracted (1)
- 65+ Driver (1)



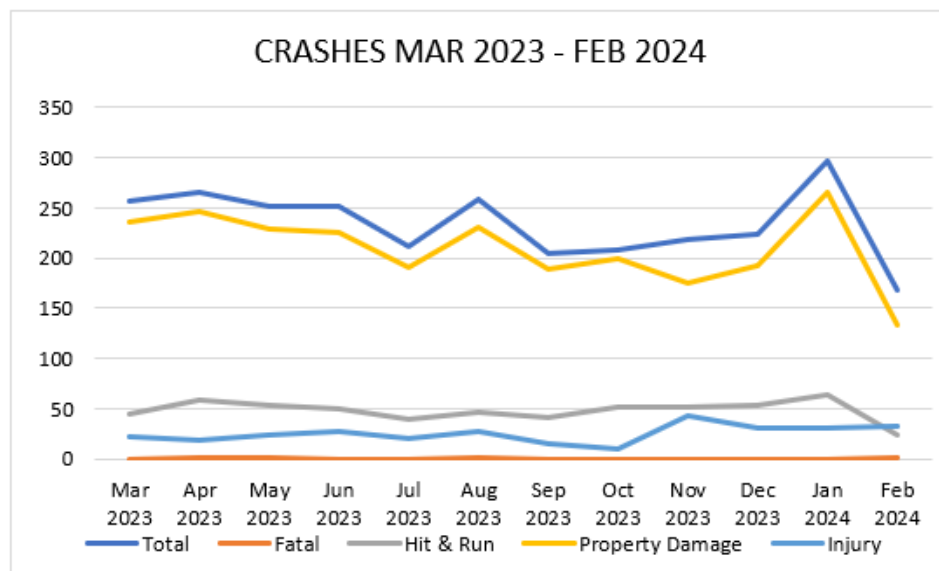
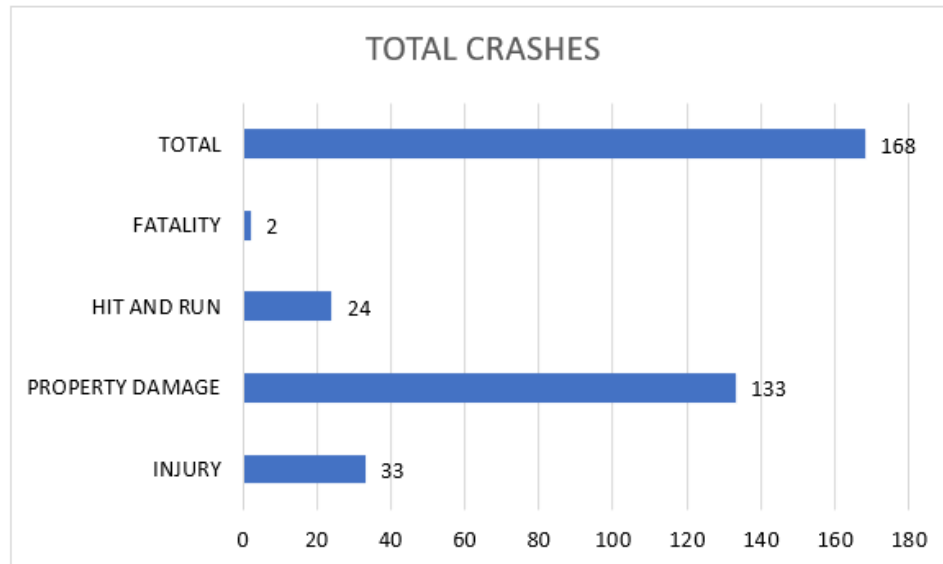
Green Bay Police Department

MARCH 2024

Traffic Safety Plan

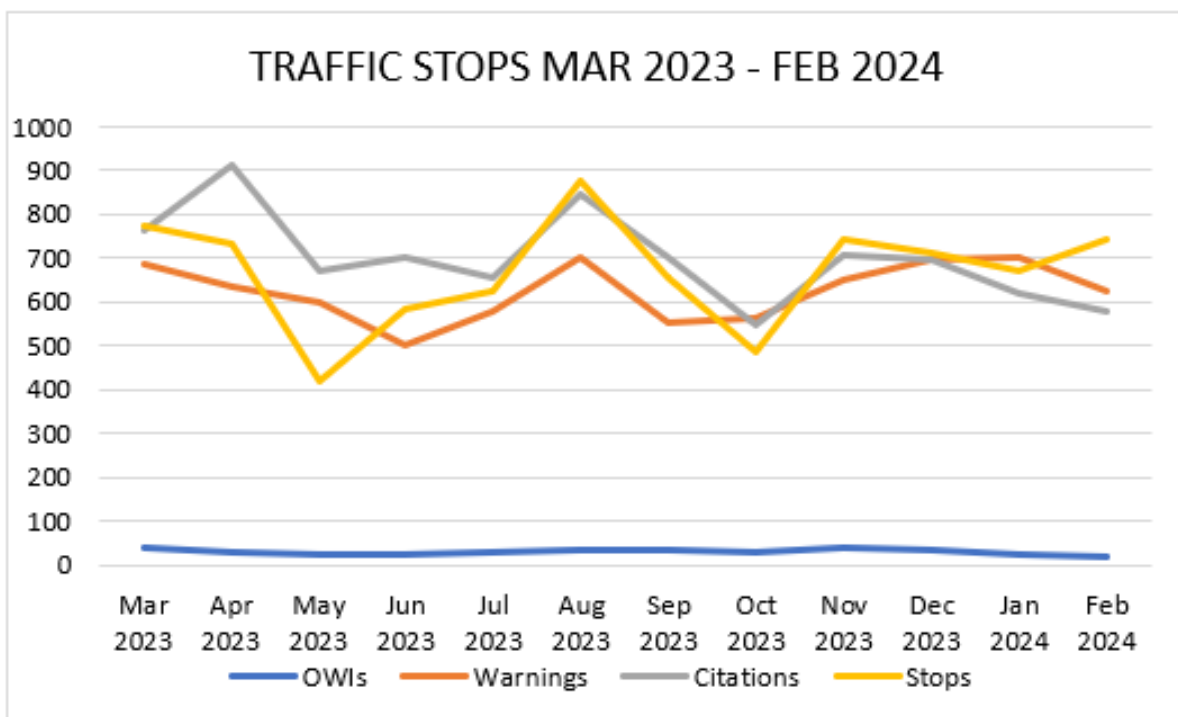
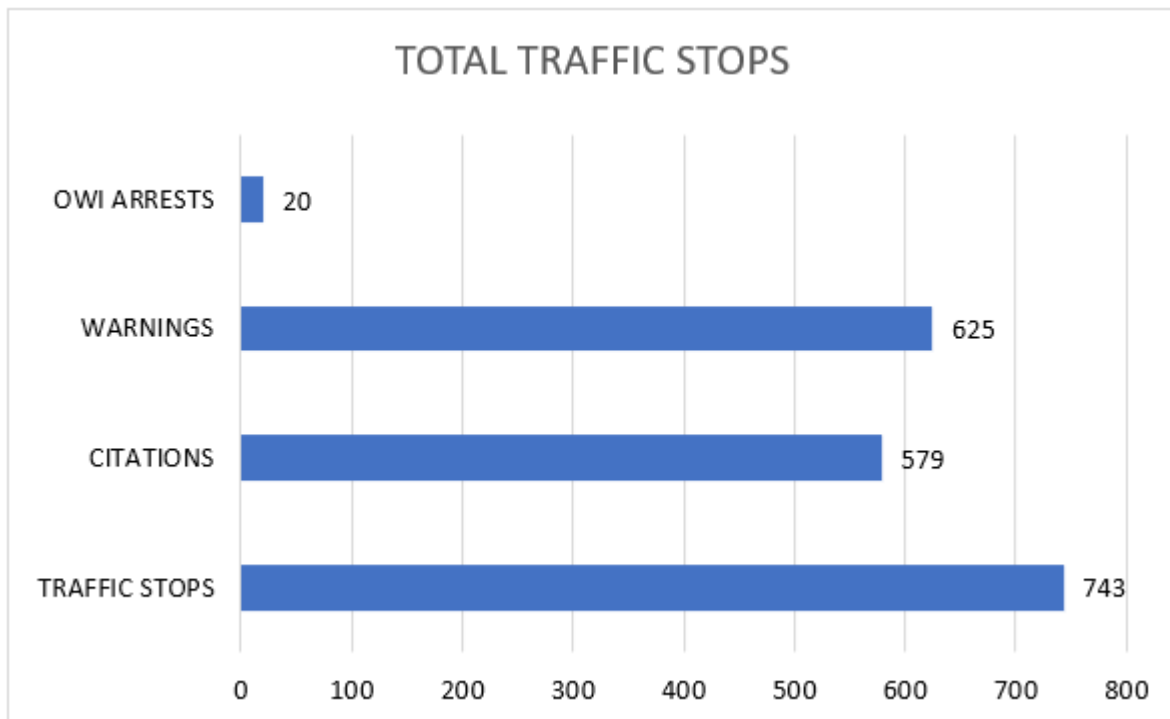
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at the Traffic, Bicycle and Pedestrian Commission meeting.

FEBRUARY 2024 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

FEBRUARY 2024 TRAFFIC STOPS



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/intersection, and contact information if you would like follow-up from an officer.

District	Area	Complaint
A	1100 BLK S ONEIDA ST	Speeding
A	HUDSON ST	Speeding, typically before/after school
A	S ONEIDA ST / KENWOOD ST	Speeding, reckless driving around school
B	DOUSMAN ST / GRAY ST	Stop sign violations
B	S NORWOOD AV / LIBERTY ST	Stop sign violations
B	NORTHERN AV / KELLOGG ST	Stop sign violations—early morning hours
C	1300 BLK PORLIER ST	Loud exhaust
C	WASHINGTON ST / MAIN ST	Speeding, loud exhaust, racing
C	S MADISON ST / E MASON ST	Parking complaint during afternoon hours
C	1200 BLK ELM ST	Speeding, loud exhaust
D	ALPINE DR / NEWBERRY AV	Stop sign violations
D	JOHN ST / CHARLES ST	Speeding

ST PATRICK'S DAY—SUNDAY, MARCH 17, 2024

OWI TASK FORCE MARCH 15—17, 2024

St Patrick's Day is on Sunday, March 17th and if you are celebrating, don't rely on luck, make sure to plan ahead for a sober ride home. Remember, buzzed driving is drunk driving. There are many sober ride options available including ride share or taxi services.

The Green Bay Police Department will be partnering with other law enforcement agencies in Brown County for an OWI Task Force throughout the weekend of Friday, March 15th through Sunday, March 17th.



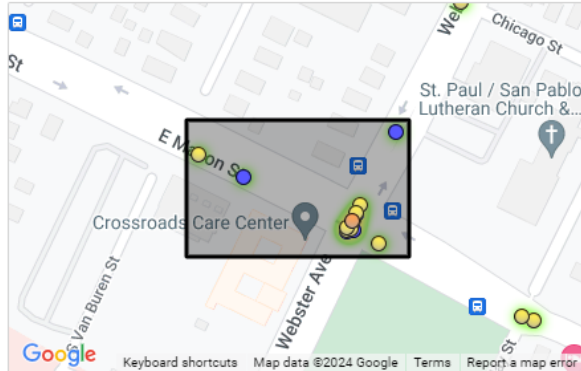
UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

- * BROWN COUNTY OWI TASK FORCE— MARCH 15, 16, 17, 29, 30
- * CLICK IT OR TICKET SEATBELT ENFORCEMENT— MARCH 6, 13, 20, 27
- * LOCAL ALCOHOL ENFORCEMENT—MARCH 8, 9, 23
- * PEDESTRIAN BICYCLE SAFETY ENFORCEMENT—MARCH 12, 26

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.



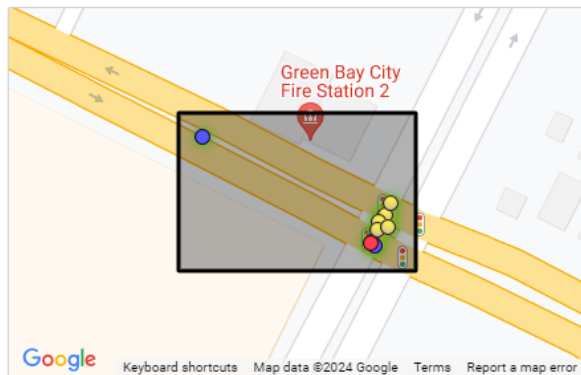
Analysis Area #2: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 16

Contributing Factors:

- Occp Protection (5)
- CMV (1)
- Teen Driver (4)
- Impaired (1)
- Bike (2)
- Distracted (2)
- Speed (2)



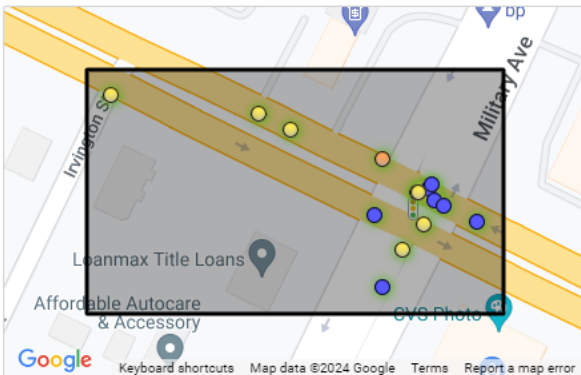
Analysis Area #3: GREEN BAY (C)

Roadway: WEBSTER AVE N

Total Crashes: 10

Contributing Factors:

- 65+ Driver (3)
- Teen Driver (2)
- Bike (1)
- Occp Protection (1)
- Pedestrian (1)



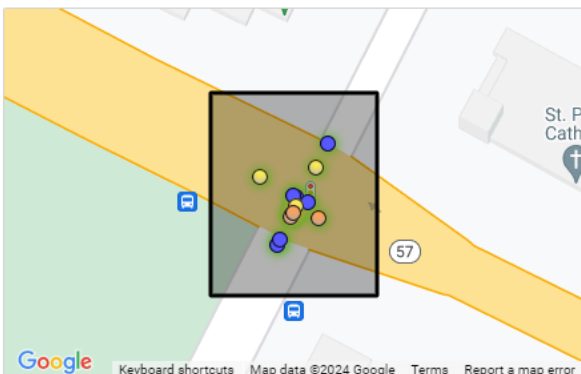
Analysis Area #4: GREEN BAY (C)

Roadway: 032

Total Crashes: 15

Contributing Factors:

- Teen Driver (3)
- Impaired (1)
- 65+ Driver (3)
- Occp Protection (1)
- Bike (2)
- Pedestrian (2)
- CMV (1)



Analysis Area #5: GREEN BAY (C)

Roadway: 054

Total Crashes: 13

Contributing Factors:

- Teen Driver (4)
- Occp Protection (2)
- Distracted (1)
- Impaired (1)
- 65+ Driver (1)



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # V.2

To receive and place on file the study of the intersection at Shawano Avenue and N/S Oakland Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 3-18-2024 Shawano & N_S Oakland

Online Form Submittal: Alders' Petitions and Communications

noreply@civicplus.com <noreply@civicplus.com>

Fri 2/9/2024 3:58 PM

To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Traffic, Bicycle, and Pedestrian Commission
Text of Communication	For consideration and possible action to study the intersection of Shawano Ave and N/S Oakland to make signage or design improvements to deter reckless driving and accidents. A history of accident data is also requested for review.

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



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # V.3

To remove the existing parking restrictions on the north side of Morrow Street from a point 60 feet west of Henry Street to a point 135 feet east.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # V.4

To establish a NO PARKING zone on the north side of Morrow Street from a point 60 feet west of Henry Street to a point 60 feet east of Henry Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # V.5

To refer to staff as amended the request by Ald. Stevens to amend the existing policy to allow traffic calming measures on collector streets within the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

April 16, 2024

PREPARED BY

AGENDA ITEM # V.6

To refer to staff as amended the request by Ald. Stevens to amend the existing policy to include traffic calming measures with all new and reconstructed streets.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Detail Summary of Projects Issued

3/1/2024 to 3/31/2024

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
115462	366 EAGLEWOOD TRL..21-8509 [1-101 - Residential - New - Single Family House]	GREEN VIPER INC		\$1,315.97	\$410,000.00	Pending
115463	3472 QUAILWOOD TRL..21-8503 [1-101 - Residential - New - Single Family House]	GREEN VIPER INC		\$1,370.93	\$408,000.00	Pending
115518	1202 BAY MIST DR..21-8415 [1-101 - Residential - New - Single Family House]	LARGO RIDGE DEVELOPMENT LLC		\$1,194.61	\$400,000.00	Pending
115627	1602 VERNON CT..6-1753 [1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME W/ATTACHED GARAGE	ROBERT PETERS CONSTRUCTION INC		\$969.26	\$339,292.00	Pending
115671	341 ALPINE DR..21-5772 [1-101 - Residential - New - Single Family House]	TOM BERCEAU CONSTRUCTION LLC		\$1,180.92	\$228,000.00	Pending
115760	1151 REBER ST..20-64 [1-101 - Residential - New - Single Family House]	GREATER GREEN BAY HABITAT FOR HUMANITY		\$878.35	\$215,000.00	Pending
115774	1008 SMITH ST..7-231 [1-101 - Residential - New - Single Family House]	GREATER GREEN BAY HABITAT FOR HUMANITY		\$878.35	\$215,000.00	Pending
115798	3448 PAULA ST..22-2191 [1-101 - Residential - New - Single Family House]	H L & H LLC		\$1,125.91	\$205,000.00	Pending
115799	3445 PAULA ST..22-2194 [1-101 - Residential - New - Single Family House]	H L & H LLC		\$1,127.67	\$218,000.00	Pending
114277	424 S LOCUST ST..6-113-C-7 [2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL - OPEN WALL BETWEEN KITCHEN AND DINING ROOM **Double fee for unpermitted work**	HANNAH K & TROY D HOSKINS		\$410.00	\$8,000.00	Pending
114916	1151 EMILIE ST..17-151 [2-434 - Residential - Alteration - 1 -2 Family House]	JOHN L & DONNA L KING JOINT REVOCABLE TRUST		\$100.00	\$8,000.00	Pending
115420	906 KELLOGG ST..5-1384 [2-434 - Residential - Alteration - 1 -2 Family House] TILE SHOWER, RE-SURFACE DECKS AND STAIRS.	FOX ORCHARD VACATION RENTALS LLC		\$75.00	\$3,000.00	Pending
115427	1415 PORLIER ST..17-751 [2-434 - Residential - Alteration - 1 -2 Family House]	ASNJ PROPERTY INVESTMENT LLC		\$410.00	\$9,500.00	Pending
115473	2566 HILLSIDE LN..21-3788 [2-434 - Residential - Alteration - 1 -2 Family House]	JESSICA A & PAUL W RACINE		\$255.00	\$40,000.00	Pending
115495	139 GARDEN GATE CT..6H-1069-9	JENNIFER R & CHRISTOPHER A GIZZI		\$599.28	\$20,000.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House] REBUILD INTERIOR STAIRS, RECONFIGURE CATWALK, REMODEL KITCHEN AND ADDITION, FINISH BASEMENT, FRAME IN SUNROOM, CONSTRUCT DECK.

Double Fee - Unpermitted work

115496	120 STONEBRIDGE CT..6H-3813	JENNIFER & CHRISTOPHER A GIZZI	\$510.00	\$4,700.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] REMOVE PILLARS AT FRONT ENTRY, HEATER AND SUBPANEL IN GARAGE. NEW WATER HEATERS

Double Fee - Work done unpermitted

115502	882 DOUSMAN ST..5-458	LINDA M BELLEAU	\$225.00	\$42,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL

115508	1465 CEDAR ST..8-101	SALVADOR TAPIA	\$287.08	\$1,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] ALTERATIONS

115514	2057 PREBLE AV..21-2202-11	MARCO A GAMBOA GUZMAN	\$255.00	\$10,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

115571	1142 DIVISION ST..5-1644	JANE M & JAMES A ANDERSON	\$75.00	\$5,500.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] Hi Troy,

The following is in regards to the beam in question at 424 S Locust St in Green Bay, Wisconsin.

(2) 1.75x11.875 1.9E Microllam LVL or better is adequate. This is provided that ply are fastened together adequately for the loads imposed and supported adequately by other framing. Ply are to be connected together as per the manufacturer's requirements. Furthermore, (2) 2x4 SPF, construction stud grade or better, are required under each end for support with blocking continuous to foundation. Beam ends are to be fastened to walls along full height of beam. Top of beam to be connected to each roof joist bearing location. Up to 1/4 inch of deflection may be expected at this time.

I have sufficient evidence to conclude the installation is structurally adequate. This is based both on the information you have provided and observations to date. We reserve the right to change our opinion should further information be provided/found. Please let me know if you need anything further.

Best Regards,

Dan

--

Daniel Witter

Professional Engineer - Wisconsin License 47224

drwitter@curvaconsultants.com | www.curvaconsultants.com

CONVERT GARAGE FROM TWO OPENINGS, TO SINGLE OPENING. UPDATE SIDING AND REPLACE ROOF

115579	2609 WOODRIDGE LN..6H-1995	BASTEN INVESTMENTS LLC	\$155.00	\$3,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] PLUMB BATHROOM TO LATERAL AND ADD SHOWER, ALTER INTERIOR WALLS, DRIVEWAY REPAIRS, PATIO

115601	1359 WESTERN AV..3-1204-1	GENEVIEVE L DEWILDE	\$150.00	\$1,750.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] REPLACE SHOWER. UPDATE PLUMBING, ADD BATH FAN AND OUTLET, DRYWALL

115622	1124 SHADOW LN..1-2297	GREGORY L & ASHLEY P WOODFILL	\$1,443.14	\$125,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL 1ST FLOOR, RECONFIGURE FLOOR PLAN. NEW STAIRS TOP BASEMENT. FINISH BASEMENT. UPDATE ELECTRICAL AND PLUMBING. FINISH GARAGE. ADD PATIO.

115631	1500 MAIN ST..8-18	VINCE PROPERTIES LLC	\$50.00	\$20,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

115659	108 OAK ST..3-252	JULIA A LOSER, ETAL	\$75.00	\$1,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] FRONT STEPS

115673	134 S IRWIN AV..14-1376	DAWN & JAMES KAYE	\$125.00	\$54,306.96	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

115678	1379 LIBERTY ST..6-1348	NINA E SMITH-NELL	\$50.00	\$6,100.00	Closed
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[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW

115680	840 S JACKSON ST..16-148	MITCHELL KEEBLER	\$75.00	\$12,500.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

115681	2669 WILDFLOWER ROW..21-6921	MARLENA L PITSCH	\$150.00	\$15,120.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House]

115707	1137 KENWOOD ST..1-2268	MICHAEL & ERIN ELLIOTT	\$50.00	\$18,990.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW AND FOUNDATION REPAIRS					
115710	1418 S RIDGE RD..6-291-C-1	BDB PROPERTIES LLC	\$50.00	\$2,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] DEMO INTERIOR IN PREPARATION FOR PERMITTED REMODEL					
115714	1412 ROSALIE LN..6-1019	CONSTANCE J KNOPE	\$205.00	\$15,421.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ADD BATHROOM IN BASEMENT					
115739	1655 9th ST..6-210-A-4	AJT INVESTMENTS LLC	\$180.00	\$5,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR UPDATING					
115745	431 N ASHLAND AV..5-1070-B	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	\$50.00	\$500.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] REBUILD TWO SETS OF STAIRS **project complete - Only replaced stairs on North unit**					
115763	1296 REED ST..5-668-B	PETER BRUCE CARDINAL	\$125.00	\$10,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTER SOLAR SYSTEM					
115788	838 11th AV..2-480	WS PROPERTY INVESTMENTS LLC	\$298.00	\$79,523.36	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FIRE DAMAGE REPAIRS					
115830	822 HUBBARD ST..4-40	MATHEW C & PIRAPHORN ALBERTS	\$105.00	\$800.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] CASE #135783					
115831	865 ELMORE ST..5-1420	HEIDI J & KENNETH H WAGNITZ	\$382.92	\$30,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] 2 STORY ADDITION - ADD 2 BEDROOMS AND 1 BATH ON 2ND FLOOR, BONUS ROOM ON MAIN FLOOR, AND ADDITIONAL UNFINISHED BASEMENT SPACE.					
115860	1746 CARROLL AV..1-2403	KEITH J MCLEOD	\$255.00	\$15,000.00	Pending
[2-434 - Residential - Addition - Single Family House] ADD BATHROOM IN BASEMENT					
115861	1644 FOREST GLEN DR..6-1646	CHELSEA M & TYLER J LEMEROND	\$50.00	\$3,460.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT EGRESS WINDOW ON NORTH SIDE OF HOUSE					
115690	2325 DECKNER AV..21-1261-1	THOMAS M & TRACEY S BERCEAU LIVING TRUST	\$1,925.53	\$335,000.00	Pending
[3-103 - Residential - New - 2 Family House (Duplex)]					
115469	140 N OAKLAND AV..4-262	SARA J & JASON J HALFMANN	\$50.00	\$48,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
115499	1267 DOTY ST..14-1379	WAVE ENTERPRISE LLC	\$100.00	\$9,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					
115630	1125 S TAYLOR ST..6-273-A-1	TINA M STEPHAN	\$100.00	\$22,000.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REMOVING OLD DECK AND CONSTRUCTING NEW					
115635	139 GARDEN GATE CT..6H-1069-9	JENNIFER R & CHRISTOPHER A GIZZI	\$100.00	\$30,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIOS AND DRIVEWAY EXPANSION **Double Fee - Unpermitted Work**					
115637	139 GARDEN GATE CT..6H-1069-9	JENNIFER R & CHRISTOPHER A GIZZI	\$200.00	\$8,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK IN REAR OF HOME **Double Fee - Unpermitted Work**					
115643	306 CHARITY LN..21-7739	ALFONSO & OLIVIA MACIAS	\$50.00	\$1,300.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)]					

115650	2772 ST. ANTHONY DR..21-5810 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	SIERRA LACEY & DAKOTA HUNTER RABE	\$50.00	\$6,000.00	Pending
115660	726 PHOEBE ST..18-566 [7-1 - Deck, Porch, Patio, Ramp (Residential)] FRONT PORCH **Double Fee for unpermitted work**	PAMELA J & MICHAEL J SHEFCHIK	\$200.00	\$10,000.00	Pending
115666	3559 FAYETTE LN..21-5554 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	KATHLEEN KAMINSKI TRUST	\$100.00	\$9,000.00	Closed
115682	2067 BUCKTHORN TR..6H-4443 [7-1 - Deck, Porch, Patio, Ramp (Residential)] CONSTRUCT NEW DECK IN REAR OF HOME	BRYANT J & BRIANNA J SCHISEL	\$150.00	\$9,000.00	Pending
115683	1317 PORLIER ST..17-507 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	VINTAGE RENTAL LLC	\$200.00	\$2,000.00	Pending
115686	1126 BAY MIST DR..21-8416 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	LARGO RIDGE DEVELOPMENT LLC	\$100.00	\$8,100.00	Pending
115732	1404 S ONEIDA ST..1-389-1 [7-1 - Deck, Porch, Patio, Ramp (Residential)] NEW DECK **Double fee for unpermitted work**	ARKAD PROPERTIES LLC	\$200.00	\$2,500.00	Pending
115770	3186 TOBERMORY DR..21-5440 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	MARY LYNN & CHARLES O DAHLKE	\$50.00	\$6,000.00	Pending
115779	1947 LAKESIDE PL..21-960 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	MARY ANN PAPPAS, ETAL	\$50.00	\$19,000.00	Pending
115794	2067 BUCKTHORN TR..6H-4443 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	BRYANT J & BRIANNA J SCHISEL	\$50.00	\$5,500.00	Pending
115825	456 S HURON RD..21-7785-1 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	RICHARD L BUNKER	\$50.00	\$500.00	Pending
115832	1027 NEVILLE AV..18-270 [7-1 - Deck, Porch, Patio, Ramp (Residential)] RECONSTRUCT COVERED PORCH	LYNDSEY J JOHNSON	\$105.00	\$7,000.00	Pending
115849	1664 AMY ST..21-1342-9 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	STARLITE INVESTMENTS LLC	\$100.00	\$5,500.00	Pending
115854	321 VICTORIA ST..21-2316-1 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	FILIMON OLIVO TORRES, ETAL	\$50.00	\$1,100.00	Pending
115864	1524 N BAY HIGHLANDS DR..21-5789 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	JOHN KERSHEK	\$50.00	\$2,000.00	Pending
115911	1029 ST. GEORGE ST..7-352 [7-1 - Deck, Porch, Patio, Ramp (Residential)]	DEBORAH J PETERSEN	\$100.00	\$2,000.00	Pending
115592	2325 DECKNER AV..21-1261-1 [8-1 - Site (Erosion control, Fill, Excavation)(Residential)] TO EC 2/26/24	THOMAS M & TRACEY S BERCEAU LIVING TRUST	\$50.00	\$300.00	Pending
115595	341 ALPINE DR..21-5772 [8-1 - Site (Erosion control, Fill, Excavation)(Residential)] TO EC 2/27/24	TOM BERCEAU CONSTRUCTION LLC	\$50.00	\$300.00	Pending

115668	714 N LOCUST ST..6-1597	CHELSIE L WENDRICKS	\$50.00	\$40,000.00	Pending
[9-649 - Demolition - Interior (Residential)] DEMO HOUSE AFTER STRUCTURE FIRE **Demo only - No approved plan**					
115823	1766 WESTERN AV..6-131-A	OWEN A BACKUS	\$175.00	\$22,002.25	Pending
[9-645 - Raze - Building or Structure (Residential)] RAZE OF HOUSE AND DETACHED GARAGE					
115881	139 GARDEN GATE CT..6H-1069-9	JENNIFER R & CHRISTOPHER A GIZZI	\$50.00	\$25,000.00	Pending
[9-649 - Demolition - Interior (Residential)] DEMO BATHROOM IN PREPARATION FOR UPCOMMING REMODEL					
110174	2454 CREST LN..21-3765	ROY C & MARY J JOHNSON	\$50.00	\$14,450.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] VARIANCE REQUESTED Denied					
110555	1449 12th AV..1-1837	LINDSEY L & ROBERT J JENSEN	\$75.00	\$1,000.00	Pending
[11-1 - Z - Misc Project Not Listed (Resiential)] REPLACE SILL PLATE, ADD SLIDING DOOR TO GARAGE AND ADD LAYER OF BLOCK TO SLAB RE-REOOF, NEW WALL SHEATHING AND SIDING, REBUILD FRONT PORCH ROOF. **PERMIT APPLICATION UPDATED 3/20/24**					
114463	1132 S QUINCY ST..16-99	BERNARD A HAEN, ETAL	\$150.00	\$15,500.00	Pending
[11-1 - Z - Misc Project Not Listed (Resiential)] HOT TUB *NOTE HOT TUB IS PROPOSED TO BE 3'3" OFF OF THE SIDE YARD SETBACK. APPROVED THROUGH A VARIENCE. SEE EMIAL IN THE DRAG FILE - ERIK					
115537	1177 LIBERTY ST..1-2463	HIGH 5 EVENTS LLC	\$150.00	\$10,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] INSULATE AND DRYWALL GARAGE. INSTALL GAS HEATER.					
115567	645 S QUINCY ST..14-552	SHANE BASSETT	\$50.00	\$4,500.00	Closed
[11-1 - Garage/Carport/Shed (residential)]					
115583	824 MT MARY DR..21-1111-D-108	ARTHUR C & SARA F PIPER	\$50.00	\$26,724.00	Pending
[11-1 - Foundation Repair (Residential)]					
115585	1615 FARLIN AV..19-548	ROBERTO FLOR	\$50.00	\$9,942.50	Pending
[11-1 - Fence (Residential)]					
115600	504 BADER ST..21-2475-D-49	JOSE & BRENDA ENRIQUES CASTRO LOPEZ	\$50.00	\$6,000.00	Pending
[11-1 - Fence (Residential)]					
115611	1506 PILGRIM ST..1-2530	JANE M MEEHAN	\$50.00	\$9,512.35	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REINFORCING AND WATER CONTROL					
115617	2630 SHORE RIDGE CT..22-1630	SCHWALBE REVOCABLE TRUST	\$150.00	\$70,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
115639	120 STONEBRIDGE CT..6H-3813	JENNIFER & CHRISTOPHER A GIZZI	\$100.00	\$25,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACED DRIVEWAY, FIREPIT, RESURFACE SPORTS COURT **Double Fee - Unpermitted Work**					
115641	2554 WILDFLOWER ROW..21-4650	MIKALA LOVITZ	\$50.00	\$3,450.00	Pending
[11-1 - Fence (Residential)]					
115645	1613 S LOCUST ST..6-1314	RICHARD P & MARY K KING	\$50.00	\$5,600.00	Pending
[11-1 - Fence (Residential)]					
115652	2469 SAN LORENZ DR..6H-1819	CECELIA A PARRISH	\$50.00	\$8,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
115653	2963-2965 JAUQUET DR..21-3394	TINA WATTS & DEAN BAERENWALD & LISA BAERENWALD & JERRY WATTS	\$50.00	\$4,000.00	Pending
[11-1 - Fence (Residential)]					

115658	973 CHRISTIANA ST..3-304	BRIAN L & BETHANY L FIELDHOUSE	\$50.00	\$19,108.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] TO INCLUDE WALK TO FRONT PORCH AND GARAGE FLOOR					
115665	1541 MORROW ST..19-175	AMY M ALFT	\$50.00	\$5,800.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
115667	213 CLEVELAND ST..3-1169-D	JASON K & RHONDA L DOPKINS	\$150.00	\$25,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] REMOVE AND REPLACE GARAGE					
115670	510 E EAGLE TERR..6H-3134	RANDALL J PERRA	\$50.00	\$14,000.00	Closed
[11-1 - Fence (Residential)]					
115677	863 SHAWANO AV..3-926	JAMES W & WANDA A BLACK	\$50.00	\$11,997.50	Pending
[11-1 - Fence (Residential)]					
115689	625 CROOKS ST..14-418-A	ROBERTO HERNANDEZ	\$50.00	\$3,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
115699	1354 LAWE ST..17-485	PATRICIA N ZICH	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)]					
115705	1653 KIMBALL ST..21-1443-34	MARCOS A P CONTRERAS, ETAL	\$50.00	\$3,000.00	Pending
[11-1 - Fence (Residential)]					
115706	1254 SAN JOSE PL..3-1277	JOHN H CARLSON, ETAL	\$50.00	\$14,500.00	Pending
[11-1 - Fence (Residential)]					
115708	1343 REED ST..3-1067-I	JOHN F DAY	\$50.00	\$10,602.00	Pending
[11-1 - Fence (Residential)]					
115711	1201 E WALNUT ST..14-203	JORGE PEREZGONZALES	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)]					
115718	3116 SUMMER PL..6H-3832	CONNOR & VIKKIMARIE LEMKE	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)]					
115720	418 S FISK ST..6-116-A	JESSE & KATIE HOUGARD	\$50.00	\$14,996.54	Pending
[11-1 - Fence (Residential)]					
115721	2772 ST. ANTHONY DR..21-5810	SIERRA LACEY & DAKOTA HUNTER RABE	\$50.00	\$1,800.00	Closed
[11-1 - Fence (Residential)]					
115722	1513 BEAUCHAMP ST..1-2544	KATHLEEN A HASELTON	\$50.00	\$2,100.00	Pending
[11-1 - Fence (Residential)]					
115728	1144 CASS ST..14-1141	JUNE NEWBERRY	\$50.00	\$5,000.00	Pending
[11-1 - Fence (Residential)]					
115733	1609 HILLCREST DR..6H-1194-D	JEFFERY & ANITA BAIN	\$125.00	\$2,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
115737	114 S OAKLAND AV..3-139	ZACHARY D JONES	\$50.00	\$12,126.12	Pending
[11-1 - Foundation Repair (Residential)] STABILIZE FOUNDATION AND INSULATE BOX SILLS					
115740	127 STONEBRIDGE CT..6H-3810	RUTHANN & THOMAS R HALL	\$50.00	\$3,356.36	Pending

[11-1 - Fence (Residential)]					
115741	819 S ONEIDA ST..2-1079	TRUXTON J ROLAIN	\$50.00	\$6,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
115742	2636 GOOD SHEPHERD LN..6H-3822	TIFFANI M & GRANT W WABNITZ	\$50.00	\$5,000.00	Pending
[11-1 - Fence (Residential)]					
115743	1293 LIBERTY ST..1-2435	MICHELLE M & ALFRED S GOSKA	\$50.00	\$12,159.47	Pending
[11-1 - Fence (Residential)]					
115750	1292 WESTERN AV..3-816-B	CRAIG R HOPPE	\$150.00	\$43,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] RAZE AND REBUILD DETACHED GARAGE					
115752	1499 7th ST..6-520-A	HUGO MARTINEZBEJAR, ETAL	\$50.00	\$2,000.00	Closed
[11-1 - Fence (Residential)]					
115759	524 CORNELIUS DR..21-4123	LYNN A & DANIEL L BROWNE	\$50.00	\$800.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)]					
115762	1134 ROSCOE ST..1-381	HYON CHONG & GREGORY L WHITCOMB	\$50.00	\$4,630.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
115764	1623 JAY LN..1-2105	JOSEPH NIELSON	\$50.00	\$17,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
115768	1268 LAWE ST..17-337	JESSICA KLEIN	\$50.00	\$4,235.06	Closed
[11-1 - Fence (Residential)]					
115772	1222 S MONROE AV..16-84	& PAT DRURY	\$50.00	\$2,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					
115780	1651 LORETTA LN..21-2116-M-10	NANCY A & GORDON E MULLEN	\$100.00	\$8,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
115783	2106 SPRINGCREST PL..6H-4307	CARRI L & JOEL G EMMERICH	\$250.00	\$81,000.00	Pending
[11-1 - Swimming Pool (Residential)] INGROUND SWIMMING POOL					
115789	915 REDWOOD DR..2-1136	JARROD SCHUMACHER	\$50.00	\$6,036.00	Pending
[11-1 - Fence (Residential)]					
115790	1525 HAROLD ST..19-661	KATHLEEN HARRISON	\$50.00	\$2,800.00	Pending
[11-1 - Fence (Residential)]					
115800	2596 RADINZ RD..21-5173	DONNA M & PATRICK T PIRMAN	\$50.00	\$3,600.00	Pending
[11-1 - Garage/Carport/Shed (residential)]					
115802	427 FAIRVIEW CT..5-1595	REBECCA KASTER	\$50.00	\$4,900.00	Pending
[11-1 - Fence (Residential)] FENCE **Updated plan in frag folder**					
115809	2450 SHADY OAK LN..6H-3858	DEREK J & COURTNEY S LAST	\$100.00	\$10,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED					
115819	3145 BETH DR..21-7243	RANDALL F PICHETTE	\$50.00	\$21,200.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)]					

115826	619 ST. JUDE ST..6-2141 [11-1 - Fence (Residential)]	JESSE A & LISA JO AYOTTE	\$50.00	\$5,000.00	Pending
115839	1160 LIBERTY ST..1-2318 [11-1 - Driveway Replacement and/or Expansion (Residential)]	HATHSADONG H & CARISSA NICOLE SOUVANNAENG	\$150.00	\$1.00	Pending
115845	1761 BOLAND RD..6-2374 [11-1 - Fence (Residential)]	DENISE MALACH	\$50.00	\$6,340.00	Pending
115848	122 S JACKSON ST..14-324 [11-1 - Fence (Residential)]	ANGELA & SCOTT WILLEMS	\$50.00	\$10,150.00	Pending
115862	942 HOLZER ST..18-835-A [11-1 - Fence (Residential)]	MICHAEL H & LAURIE A ERICKSON, ETAL	\$50.00	\$6,500.00	Pending
115871	1027 ETHEL AV..18-997-7 [11-1 - Foundation Repair (Residential)]	LUIS M & MEGHAN E HAYAYUMI	\$50.00	\$19,970.00	Pending
114769	1424 ADMIRAL CT..6-142 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units]	GREEN BAY HOUSING AUTHORITY	\$42,616.08	\$21,458,961.00	Pending
115500	155 N MAPLE AV..4-168 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units]	WAVE ENTERPRISE LLC	\$70.00	\$1,700.00	Closed
115675	800-802 DOTY ST..14-697 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units]	JB HOME PROJECTS LLC	\$781.52	\$80,000.00	Pending
115692	1215 N LOCUST ST..6-1732 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units]	ALF RENTALS LLC	\$70.00	\$5,600.00	Pending
115807	2039 VINE ST..21-1361-3 [30-434 - Commercial - Alteration - Multi-Family of 3 or more units]	RANKIN GB HOLDINGS LLC	\$70.00	\$2,500.00	Pending
115421	1731 ST. AGNES DR..6-311 [31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] EC APPROVED 2/20/24 NO SWMP NEEDED 2/6/24	PILGRIM LUTHERAN CHURCH	\$5,657.02	\$2,295,942.00	Pending
115625	1265 LOMBARDI AV..1-1841-A [31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Renovation of level 000 area B, Level 200 area A, Level 300 area A and B, level 400 area A, buildout of level 500 area A, const of elevator penthouse at level 600. Rehab elevator cabs #14 & #15	GREEN BAY CITY OF LAMBEAU FIELD	\$24,489.60	\$30,000,000.00	Pending
114364	3164 FINGER RD..21-173 [32-323 - Commercial - New - Hospital, Institutional (hospitals, convalescent homes, clinics, orphanages, rest homes, sanitariums)] DENTAL CLINIC \$5,000 SWB EC APPROVED 1/19/24	EARLY CHILDCARE II LLC	\$5,752.96	\$3,169,072.00	Pending
115509	338 S CHESTNUT AV..3-580 [34-1 - Cell Tower - Alteration to Existing (Commercial)]	TRINITY EVANGELICAL LUTHERAN CHURCH	\$140.00	\$30,000.00	Pending
115596	211 N BROADWAY..4-71 [34-649 - Demolition - Interior (Commercial)]	ON BROADWAY INC	\$70.00	\$230,000.00	Pending
115612	1400 LOMBARDI AV..6-310-1 [34-649 - Demolition - Interior (Commercial)]	LOMBARDI CENTER LLC	\$210.00	\$25,000.00	Pending
115644	900 S JACKSON ST..16-158 [34-328 - Shed, Yard Building (Commercial)]	CHAMPIONS ESTATES LLC	\$50.00	\$7,200.00	Pending

115672	1340 S HURON RD ..21-182-3 [34-328 - Shed, Yard Building (Commercial)] GARAGE PLAN-APPROVED BY STATE OF WIS. SITE PLAN FILED UNDER PROJECT 105099-1400 S HURON	MOSKI CORP	\$403.76	\$81,000.00	Pending
115674	1807 9TH ST..6-213 [34-649 - Demolition - Interior (Commercial)]	& DONNY G & ALICE H NIEBLER LIVING TRUST	\$70.00	\$35,000.00	Pending
115713	2226 IMPERIAL LN..21-3363 [34-649 - Demolition - Interior (Commercial)]	GB IMPERIAL INVESTMENTS LLC	\$70.00	\$30,000.00	Closed
115723	900 S JACKSON ST..16-158 [34-1 - Temporary Office/Trailer/Event (Commercial)] 90 DAYS W/POSS 90 DAY EXTENSION	CHAMPIONS ESTATES LLC	\$50.00	\$1.00	Pending
115734	1828-1842 AUGUST ST..21-1355-16 [34-1 - Parking Lot - New & Reconstruction (Commerical)]	GREEN BAY APTS LLC	\$70.00	\$52,995.00	Pending
115735	442 ALPINE DR..21-107-3 [34-1 - Window, Door - Replacement (Commercial)]	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EDISON	\$70.00	\$703,290.00	Pending
115777	501 EASTMAN AV..20-123 [34-1 - Roofing (Commercial)]	PROCTER & GAMBLE PAPER PRODUCTS CO	\$328.37	\$1,300,000.00	Pending
115796	907 N MILITARY AV..6-57-3 [34-1 - Fence (Commercial)]	VPC REAL ESTATE LLC	\$70.00	\$9,000.00	Pending
115797	2350 E MASON ST..21-126-7 [34-1 - Roofing (Commercial)]	GB EAST TOWN LLC	\$884.36	\$499,130.00	Pending
115808	2210 MAIN ST..21-455-1 [34-1 - Cell Tower - Alteration to Existing (Commercial)]	DJL INVESTMENTS LLC	\$70.00	\$125,000.00	Pending
115824	1218 VELP AV..18-783 [34-649 - Raze- Building or Structure (Commercial)] EC APPROVED 3/21/24	KANE EQUITY LLC	\$240.00	\$95,805.00	Pending
115828	1330 S MILITARY AV..6-209-D [34-649 - Demolition - Interior (Commercial)]	GOLRUSK REAL ESTATE LLC	\$70.00	\$100.00	Pending
115857	115 S JEFFERSON ST..11-258 [34-1 - Roofing (Commercial)]	GRAY TELEVISION GROUP INC	\$70.00	\$97,500.00	Pending
115614	1060 W MASON ST..2-43-1 [40-52 - Electrical Service - Change (Commercial)]	AGNL DOORS LLC	\$140.00	\$39,887.00	Pending
115649	1335 S CHESTNUT AV..1-932 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	KATHLEEN S UMENTUM	\$50.00	\$2,000.00	Closed
115651	1331-1333 S CHESTNUT AV..1-931 [40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]	TL CONSTRUCTION MANAGEMENT COMPANY LLC	\$50.00	\$200.00	Closed
115676	2300 AUTO PLAZA WAY..21-458-4 [40-59 - New Electrical System (Commercial)]	GANDRUD MOTOR COMPANY	\$400.00	\$224,000.00	Pending
115712	934 HOWARD ST..3-450 [40-53 - Electrical Service - Change (Residential)]	BRETT E MOLASH	\$50.00	\$2,100.00	Pending
115716	709 PHOEBE ST..18-554	MATTHEW B KILLIAN	\$50.00	\$2,000.00	Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

115725 1401 NELSON ST..6-2187 TODD M & SANDRA M SIELOFF \$50.00 \$1,349.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

115726 1433 TRAEGER ST..6-1189 HARTIG DOLORES E REVOCABLE TRUST \$50.00 \$1,633.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

115727 1443 SHANNON ST..6-1174 EDWARD C & DIANE M ERICKSON \$50.00 \$3,301.00 Pending

[40-53 - Electrical Service - Change (Residential)]

115761 1650 9th ST..6-199-B-1 WHPC VILLA WEST GREEN BAY LLC \$470.00 \$1,744,456.00 Pending

[40-61 - Solar Panels - Electric] THIS IS A COMMERCIAL PROJECT

115785 1646 9th ST..6-199-B-1 WHPC VILLA WEST GREEN BAY LLC \$470.00 \$178,187.00 Pending

[40-61 - Solar Panels - Electric] THIS IS COMMERCIAL PROJECT

115786 1630 9th ST..6-199-B WHPC VILLA WEST GREEN BAY LLC \$470.00 \$174,736.00 Pending

[40-61 - Solar Panels - Electric] THIS IS A COMMERCIAL PROJECT

115791 915 COLONIAL AV..2-1341 MATTHEW JOHN KEMPEN \$50.00 \$2,000.00 Pending

[40-53 - Electrical Service - Change (Residential)] 100A TO 200A

115810 1759 E MASON ST..21-2514 MARK E PIPER, ETAL \$50.00 \$1,800.00 Closed

[40-53 - Electrical Service - Change (Residential)]

115818 1284 ELM ST..8-367 REHAB SPECIALISTS INC \$50.00 \$500.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

115850 1830 CHRISTIANA ST..6-258-E-1 CARMON & ROBERT ALLAN ALLEN-SCHNOOR \$50.00 \$3,462.00 Pending

[40-53 - Electrical Service - Change (Residential)]

115853 1119 COLUMBIA AV..18-756 THOMAS D WEINSTEIN \$70.00 \$800.00 Pending

[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

115869 1137 LANGLADE AV..1-1391 WISCO HOME BUYERS LLC \$50.00 \$1.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

115897 1461 MORROW ST..8-70 MARK BRUNDAGE \$70.00 \$4,084.00 Closed

[40-54 - Electrical Service - Repair (Commercial)]

115900 2050 WHITE OAK TERR..6H-2108 ERICA LYNN WINNEN \$50.00 \$500.00 Pending

[40-55 - Electrical Service - Repair (Residential)]

115902 144 COLT CT..21-3656 NEIL R WALKER \$50.00 \$1,650.00 Pending

[40-55 - Electrical Service - Repair (Residential)]

115904 550 N MILITARY AV..6-71 MOSKI CORP \$70.00 \$700.00 Pending

[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]

115908 2857 ST. ANN DR..21-1111-D-62 JAMEL S SCHILLER, ETAL \$50.00 \$5,060.00 Pending

[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]

115646 840 S JACKSON ST...16-148 MITCHELL KEEBLER \$50.00 \$7,450.00 Closed

[50-45 - Heating Unit Only (Residential)]					
115647	2024 DECKNER AV..21-1741	JACQUELINE A & SCOTT G VANDENHEUVEL	\$50.00	\$9,150.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
115654	1442 W MASON ST..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,600.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
115655	1442 W MASON ST..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,600.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
115656	1085 LANGLADE AV..1-1396-B	AARON NUNEZ	\$50.00	\$7,510.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115691	1826 DEBRA LN..21-820-M-48	JOSE R & ANA K MACIEL	\$50.00	\$500.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115693	909 BELLEVUE ST..21-1334-2-3	LAKESHORE REAL ESTATE SOLUTION INC	\$50.00	\$3,000.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115694	3325 STAR CREEK CT..21-7581	GALLAGHER REVOCABLE TRUST	\$100.00	\$11,000.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115696	126 TRADERS POINT LN..21-5696	MICHAEL T PLOUFF	\$50.00	\$8,625.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115697	2960 CRUSADE LN..6H-3253	JACQUELINE A & RONALD D FRANKLIN	\$50.00	\$8,650.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
115709	498 MEADOW WIND DR..21-7770	GARY RADKE	\$50.00	\$6,624.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115719	1788 GARY LN..6-1629	PHYLLIS & PHILLIP LAUTENSLAGER	\$50.00	\$6,520.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115730	1107 S ONEIDA ST..1-1883	GABRIEL J GOTTA	\$50.00	\$9,980.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115748	1667 BIEMERET ST..6-2353	DORENE M JETTE	\$50.00	\$6,000.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115749	525 S TAYLOR ST..6-2534	SHARON A HENSEN	\$50.00	\$7,000.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115754	1547 RUSSELL ST..6-1298	JEFFREY W MARTENS	\$50.00	\$5,096.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115755	3164 FINGER RD..21-173	FA REAL ESTATE LLC	\$140.00	\$219,119.00	Pending
[50-42 - Heating and Air Conditioning Units (Commercial)]					
115757	2235 MAIN ST..21-127-4	ROBERT J & EILEEN M RIPLEY REVOCABLE TRUST	\$70.00	\$45,000.00	Pending
[50-4 - Repair/Alter Existing HVAC System (Commercial)]					
115766	1453 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,675.00	Pending

[50-44 - Heating Unit Only (Commercial))]

115767	1453 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	\$70.00	\$3,675.00	Pending
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[50-44 - Heating Unit Only (Commercial))]

115773	837 N LOCUST ST..6-1126	JACQUELINE D & KURT R JESKE	\$50.00	\$6,050.00	Pending
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[50-45 - Heating Unit Only (Residential))]

115781	2880 BUTTERCUP CT..6H-3826	SORENSEN DAVID A & MARJORIE A FAMILY TRUST	\$50.00	\$16,485.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential))]

115782	1606 CHICAGO ST..21-2116-22	LISA J & MICHAEL K LIEUNGH	\$50.00	\$4,900.00	Pending
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[50-41 - AC Unit Only (Residential))]

115792	229 GRAY ST..5-717	PETER G LEAHY	\$50.00	\$11,150.00	Closed
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[50-41 - AC Unit Only (Residential))]

115793	3376 DAVIES AV..22-1836	STEPHANIE & RICHARD SHEDROW	\$50.00	\$5,911.00	Pending
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[50-45 - Heating Unit Only (Residential))]

115795	1819 MAIN ST..21-1325	REALTY INCOME PROPERTIES 3 LLC	\$70.00	\$20,990.00	Pending
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[50-44 - Heating Unit Only (Commercial))]

115801	1199 HICKORY HILL DR..1-1613	CORINNE N & MICHAEL D KLECZEWSKI	\$50.00	\$7,537.00	Closed
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[50-41 - AC Unit Only (Residential))]

115805	1091 LIBERTY ST..1-2590	PAO LEE, ETAL	\$50.00	\$5,715.00	Closed
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[50-45 - Heating Unit Only (Residential))]

115812	1732 WEDGEWOOD DR..6-122-1	LE GROS PROPERTIES LLC	\$70.00	\$7,500.00	Closed
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[50-44 - Heating Unit Only (Commercial))]

115814	118 S WASHINGTON ST..12-341	KATHRYN L & MICHAEL P TUBBS	\$70.00	\$15,854.00	Pending
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[50-41 - AC Unit Only (Residential))]

115821	1226 N DANZ AV..21-290-4	A & V TERRACE LLC	\$50.00	\$4,800.00	Closed
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[50-45 - Heating Unit Only (Residential))]

115829	220 S ROOSEVELT ST..14-968	SHANNON STROHFELDT	\$50.00	\$6,786.00	Pending
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[50-45 - Heating Unit Only (Residential))]

115835	1748 EDISON ST..21-1344-13	MOBETA LLC	\$50.00	\$4,586.40	Pending
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[50-45 - Heating Unit Only (Residential))]

115838	1668 MURPHY DR..6-1401	KERRY HONRATH	\$50.00	\$5,125.00	Pending
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[50-45 - Heating Unit Only (Residential))]

115847	913 SHEA AV..18-24	CASEY R WILSON, ETAL	\$50.00	\$5,096.00	Pending
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[50-45 - Heating Unit Only (Residential))]

115875	1211 ST. CLAIR ST..14-71	DORENE B KOENIG	\$50.00	\$11,505.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential))]

115876	2551 HE-NIS-RA LN..6H-2240	JEFFREY T & DEBRA L HENDRICKS	\$50.00	\$9,576.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

115877 1061 THORNDALE ST..1-2629 BARBARA F SCHAUF \$50.00 \$5,000.00 Pending

[50-45 - Heating Unit Only (Residential)]

115883 1150-1154 ABRAMS ST..21-1111-P-29 PHILIP L SALMON \$50.00 \$5,096.00 Pending

[50-45 - Heating Unit Only (Residential)]

115885 1759 E MASON ST..21-2514 MARK E PIPER, ETAL \$50.00 \$5,859.00 Pending

[50-45 - Heating Unit Only (Residential)]

115889 918 VENUS DR..21-4299 JAMES W & JUDY A WHITING \$50.00 \$4,200.00 Pending

[50-41 - AC Unit Only (Residential)]

115891 1607 ARABIAN DR..6H-3249 VICTORIA A & BRANDYN R SHIER \$50.00 \$8,950.00 Pending

[50-43 - Heating and Air Conditioning Units (Residential)]

115892 1515 CAREFUL DR..6-313-1 DANIEL L HANSEN \$50.00 \$8,850.00 Pending

[50-41 - AC Unit Only (Residential)]

115893 1106 CRAWFORD ST..6-2590 THOMAS J DONART \$50.00 \$9,450.00 Pending

[50-43 - Heating and Air Conditioning Units (Residential)]

115894 1748 ARNOLD DR..6-313-1 DANIEL L HANSEN \$50.00 \$8,500.00 Pending

[50-41 - AC Unit Only (Residential)]

115895 2021 SOUTH POINT RD..6H-1252-1 MICHELE J & DAVID C GAGNON \$50.00 \$4,850.00 Pending

[50-41 - AC Unit Only (Residential)]

115907 830 KELLOGG ST..5-1446 CONNOR A & KIMBERLY T LARSON \$50.00 \$8,000.00 Pending

[50-45 - Heating Unit Only (Residential)]

115632 3353 BUSHWOOD LN..21-7718 JAMES C & PHYLLIS B COLVIN \$50.00 \$10,478.00 Pending

[60-25 - Repair/Alter Existing Plumbing System (Residential)]

115664 1450 S MILITARY AV..6-299-A-1 GREEN BAY HEALTH HOLDINGS LLC \$295.00 \$30,000.00 Pending

[60-20 - Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)] replacing a grease trap and kitchen fixtures

115685 400 S WASHINGTON ST..13-185 GREATER GREEN BAY COMMUNITY FOUNDATION INC \$30.00 \$8,000.00 Closed

[60-30 - Sanitary Sewers - Connection/Repair (Commercial)]

115687 1686 SHAWANO AV..6-235-E BRZEZINSKI PROPERTIES III LLC \$70.00 \$11,000.00 Pending

[60-26 - Water Heater (Commercial)]

115688 1062 ST. PAUL ST..2-1186 LACOUNT DANIEL J R DISABILITY TRUST \$50.00 \$14,067.00 Pending

[60-25 - Repair/Alter Existing Plumbing System (Residential)]

115717 1320 CREEKSIDE LN..21-5573 CHAO XIONG, ETAL \$30.00 \$3,700.00 Pending

[60-25 - Repair/Alter Existing Plumbing System (Residential)]

115729 895 HINKLE ST..6H-1759 RUSSEL METALS WILLIAMS BAHCALL INC \$90.00 \$79,800.00 Pending

[60-30 - Sanitary Sewers - Connection/Repair (Commercial)]

115736 837 APHRODITE RD..21-4676 DENISE D & MICHAEL D MIKETINAC \$50.00 \$812.00 Pending

[60-25 - Repair/Alter Existing Plumbing System (Residential)]

115746	1667 BIEMERET ST..6-2353	DORENE M JETTE	\$30.00	\$2,500.00	Closed
[60-27 - Water Heater (Residential)]					
115747	1427 ELIZA ST..17-720	KAYLA LYN & STACIE L SCHINDLER	\$30.00	\$2,500.00	Pending
[60-27 - Water Heater (Residential)]					
115769	215 MINOR CT..6-1437	AMY LYNN & NEIL VANSEVEREN	\$50.00	\$2,500.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115776	940 S MADISON ST..16-30	MARYANN & WILLIAM B HITCH	\$30.00	\$7,000.00	Pending
[60-31 - Sanitary Sewers - Connection/Repair (Residential)]					
115806	925 BOND ST..5-1251	DEVIN Q ODEA	\$30.00	\$2,850.00	Closed
[60-27 - Water Heater (Residential)]					
115816	1587 CASS ST..8-426	MARY ANN ENGELMANN	\$30.00	\$3,700.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115833	840 S JEFFERSON ST..16-13	JACQUELINE D FRANK	\$30.00	\$8,995.00	Closed
[60-31 - Sanitary Sewers - Connection/Repair (Residential)]					
115834	112 N IRWIN AV..14-219-B	SHANE M THEISEN	\$50.00	\$4,275.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115852	1155 11th AV..1-219	JANET K POTTHIER	\$30.00	\$1,200.00	Pending
[60-33 - Storm Sewers - Connection/Repair (Residential)]					
115868	2772 OAKWOOD DR..6H-1228-1	CODY J & OLIVIA M FERO	\$50.00	\$800.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115870	3281-3283 PETERSON RD..22-1434	DAVID PETERS	\$50.00	\$800.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115872	905 S FISK ST..6-276-A	TERRENCE C & JEAN M ECKERS	\$50.00	\$800.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115873	1409 SHANNON ST..6-2194	JAMES M & CAROLYN A ELAND	\$50.00	\$800.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115886	863 DOUSMAN ST..5-568	JAMIE L & NANCY L CORNWELL	\$50.00	\$17,939.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115899	1543 FARLIN AV..19-704	PEDRO PEREZ PEREZ, ETAL	\$100.00	\$500.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] WORK WAS DONE WITHOUT A PERMIT. DOUBLE FEE PER KEVIN W.					
115572	1489 W MASON ST..6-169	AAM GREEN BAY PLAZA LLC	\$117.93	\$4,500.00	Pending
[70-1 - Signs - Permanent]					
115633	154 N BROADWAY..4-61-1	154 N BROADWAY LLC	\$103.80	\$3,300.00	Pending
[70-1 - Signs - Permanent]					
115669	2540 UNIVERSITY AV..21-301	UHAGB LLC	\$105.18	\$7,700.00	Pending

Totals: 247 projects	\$115,378.50	\$68,050,765.87
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Summary of Projects Issued

3/1/2024 to 3/31/2024

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	9	9	18	9	9	9	9	9	\$10,041.97	\$2,638,292.00
2 Residential - Addition - Single Family House	1	0	1	1	1	1	1	0	\$255.00	\$15,000.00
2 Residential - Alteration - 1 -2 Family House	30	3	22	30	17	8	15	0	\$6,970.42	\$556,671.32
3 Residential - New - 2 Family House (Duplex)	1	1	2	1	1	1	1	1	\$1,925.53	\$335,000.00
7 Deck, Porch, Patio, Ramp (Residential)	22	10	12	22	0	0	0	0	\$2,205.00	\$213,500.00
8 Site (Erosion control, Fill, Excavation)(Residential)	2	0	0	0	0	0	0	2	\$100.00	\$600.00
9 Demolition - Interior (Residential)	2	0	0	2	0	0	0	0	\$100.00	\$65,000.00
9 Raze - Building or Structure (Residential)	1	1	0	1	0	0	1	1	\$175.00	\$22,002.25
11 Driveway Replacement and/or Expansion (Residential)	10	1	0	10	0	0	0	0	\$650.00	\$105,059.00
11 Fence (Residential)	29	0	0	29	0	0	0	0	\$1,450.00	\$181,465.43
11 Foundation Repair (Residential)	5	0	0	5	0	0	0	0	\$250.00	\$85,332.47
11 Garage/Carport/Shed (residential)	10	5	6	10	5	1	0	0	\$1,075.00	\$180,730.00
11 Swimming Pool (Residential)	1	0	2	1	1	1	0	1	\$250.00	\$81,000.00
11 Z - Misc Project Not Listed (Residential)	3	1	2	3	1	0	0	0	\$275.00	\$17,300.00
30 Commercial - Alteration - Multi-Family of 3 or more units	5	0	3	5	2	1	2	0	\$43,607.60	\$21,548,761.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	1	1	5	1	1	1	1	1	\$5,657.02	\$2,295,942.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	1	0	2	1	1	1	1	0	\$24,489.60	\$30,000,000.00
32 Commercial - New - Hospital, Institutional (hospitals, convalescent homes, clinics, orphanages, rest homes, sanitariums)	1	1	4	1	1	1	1	1	\$5,752.96	\$3,169,072.00
34 Cell Tower - Alteration to Existing (Commercial)	2	0	0	2	1	0	0	0	\$210.00	\$155,000.00
34 Demolition - Interior (Commercial)	5	0	0	5	1	1	0	0	\$490.00	\$320,100.00
34 Fence (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$9,000.00
34 Parking Lot - New & Reconstruction (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$52,995.00
34 Raze- Building or Structure (Commercial)	1	0	0	1	0	0	1	1	\$240.00	\$95,805.00
34 Roofing (Commercial)	3	0	0	3	0	0	0	0	\$1,282.73	\$1,896,630.00
34 Shed, Yard Building (Commercial)	2	0	0	2	1	0	0	0	\$453.76	\$88,200.00
34 Temporary Office/Trailer/Event (Commercial)	1	0	0	1	0	0	0	0	\$50.00	\$1.00
34 Window, Door - Replacement (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$703,290.00
40 Electrical Service - Change (Commercial)	1	0	0	0	1	0	0	0	\$140.00	\$39,887.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$4,084.00
40 Electrical Service - Change (Residential)	5	0	0	0	5	0	0	0	\$250.00	\$12,663.00
40 Electrical Service - Repair (Residential)	2	0	0	0	2	0	0	0	\$100.00	\$2,150.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	2	0	0	0	2	0	0	0	\$140.00	\$1,500.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	8	0	0	0	8	0	0	0	\$400.00	\$12,743.00
40 New Electrical System (Commercial)	1	0	0	0	1	0	0	0	\$400.00	\$224,000.00
40 Solar Panels - Electric	3	0	3	3	3	0	0	0	\$1,410.00	\$2,097,379.00

50 AC Unit Only (Residential)	8	0	0	0	0	8	0	0	\$420.00	\$65,841.00
50 Heating and Air Conditioning Units (Commercial)	1	0	0	0	0	1	0	0	\$140.00	\$219,119.00
50 Heating and Air Conditioning Units (Residential)	7	0	0	0	0	7	0	0	\$350.00	\$73,766.00
50 Heating Unit Only (Commercial)	6	0	0	0	0	6	0	0	\$420.00	\$43,040.00
50 Heating Unit Only (Residential)	24	0	0	0	1	24	0	0	\$1,250.00	\$147,329.40
50 Repair/Alter Existing HVAC System (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$45,000.00
60 Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)	1	0	1	1	1	0	1	0	\$295.00	\$30,000.00
60 Repair/Alter Existing Plumbing System (Residential)	13	0	0	0	0	0	13	0	\$660.00	\$61,171.00
60 Sanitary Sewers - Connection/Repair (Commercial)	2	0	0	0	0	0	2	0	\$120.00	\$87,800.00
60 Sanitary Sewers - Connection/Repair (Residential)	2	0	0	0	0	0	2	0	\$60.00	\$15,995.00
60 Storm Sewers - Connection/Repair (Residential)	1	0	0	0	0	0	1	0	\$30.00	\$1,200.00
60 Water Heater (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$11,000.00
60 Water Heater (Residential)	3	0	0	0	0	0	3	0	\$90.00	\$7,850.00
70 Signs - Permanent	3	3	0	3	0	0	0	0	\$326.91	\$15,500.00
Totals:	247	36	83	156	68	73	56	17	\$115,378.50	\$68,050,765.87



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year March, 2024	
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.)	\$ 65,198.13	\$ 65,198.13			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 30,757.39	\$ 26,627.23		\$ 4,130.16	
Adjustment (if applicable)	\$ -10.00	\$ -10.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 17,547.22			\$ 17,547.22	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 8,120.39		\$ 8,120.39		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 8,547.30		\$ 4,240.50	\$ 4,306.80	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 10,524.59			\$ 10,524.59	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 550.00		\$ 550.00		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 900.00			\$ 900.00	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 142,135.02	\$ 91,815.36	\$ 12,910.89	Pay This Amount \$ 37,408.77	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
DOAMunicipals@wisconsin.gov

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: Neil Basten Date: 4-1-24

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: Neil Basten Date: 4-8-24

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone Number	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>



CONDUCT AT CITY OF GREEN BAY COMMON COUNCIL AND COMMITTEE MEETINGS

Welcome to this meeting of the City of Green Bay.

We are committed to creating a safe and productive environment for members of the public, elected officials, and staff to participate in the local government process.

The role of the Common Council or Committee is to conduct City business on behalf of all Green Bay community members. The Mayor or Presiding Chair preserves order and decorum during the meeting to ensure all attendees can feel welcome, respected, and safe.

Please sit in the designated area in the Council Chambers or in the overflow room of 207 if the Council Chambers is at capacity, or in the designated audience area in Committee rooms.

If you wish to participate in the meeting to briefly speak on an item listed on the agenda, please complete the form provided and place on the table. You may only offer public comment on agenda items. When testifying:

- Please state your name and address for the record.
- If you are representing an organization, please identify the organization.
- Please disclose if you are a lobbyist.

The Presiding Officer determines the length of testimony. Typically, individuals have three minutes to testify, unless otherwise stated. The Presiding Officer or the Clerk may notify you when you have 30 seconds left.

Disruptive conduct, such as shouting or interrupting testimony or deliberations, is prohibited. Prohibited conduct includes, but is not limited to, profanity, threats, and any physical contact.

The Presiding Officer may provide a warning for a verbal disruption.

Engaging in prohibited conduct may result in an individual being removed from the meeting and exclusion from returning for the remainder of the meeting. The Presiding Officer may place the meeting in recess and move the Common Council to an adjacent room if law enforcement action is needed.

If an individual refuses to leave the meeting or tries to return after being removed for engaging in prohibited conduct, that person may be subject to law enforcement action.

Thank you for your cooperation in creating a productive and safe environment for all attendees.

FINAL PAYMENTS RESOLUTION
April 16, 2024

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. **PARKS 1-23 (EAST RIVER TRAIL & CANOE/KAYAK LAUNCH)**
MILBACH CONSTRUCTION SERVICES, CO.

TOTAL AMOUNT EARNED:	\$ 629,769.50
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 629,769.50
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 508,665.09</u>
AMOUNT DUE THIS PAYMENT:	\$ 121,104.41

ACCOUNT NUMBER
410600-53001-99504: \$121,104.41
PO #2300081

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

sap

**RESOLUTION AUTHORIZING THE CONTINUATION
OF THE CITY'S SELF-INSURED
WORKERS COMPENSATION PROGRAM**

April, 23, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker's Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker's compensation insurance carriers authorized to do business in Wisconsin or be exempted (self-insured) from insuring liabilities with a carrier and thereby assume the responsibility for their own worker's compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker's compensation without a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department; and

WHEREAS, the Finance Committee of the City of Green Bay, at its meeting on April 9, 2024, approved the continuation of the self-insured worker's compensation program in compliance with Wisconsin Administrative Code DWD § 80.60(3); and

NOW, THEREFORE, the Common Council of the City of Green Bay hereby resolves as follows:

1. Provide for the continuation of a self-insured worker's compensation program that is currently in effect.
2. Provide for the continuation of reporting faithfully all compensable injuries and agree to comply with the Act and rules of the Department.
3. Authorize the Clerk to forward certified copies of this resolution to the Worker's Compensation Division of the Wisconsin Department of Workforce Development.

Adopted: _____

Approved: _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

**RESOLUTION AUTHORIZING RELEASE OF
UTILITY EASEMENTS AT 1731 ST. AGNES DRIVE
(ED 24-01)**

April 16, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting the release of two 10' public utility easements at 1731 St. Agnes Drive (Parcel # 6-311) and more particularly described as follows:

Tax Parcel Affected: 6-311

Part of Parcel "A" Volume 1, Certified Survey Maps, Page 377, Map No. 218, Document No. 592036, Brown County Records, part of Lot 17 of the recorded plat of "Chateau Estates Subdivision", (Volume 11, Plats, Page 8, Document No. 559237, Brown County Records), part of Lot 1 of the recorded plat of "Rosewood Subdivision", (Volume 15, Plats, Page 45, Document No. 758160, Brown County Records), and part of the West ½ of Lot 20, C.L.A Tank's Subdivision of Private Claim 12 and North ½ of Private Claim 13, West Side Fox River, all Brown County Records, City of Green Bay, Brown County, Wisconsin more described as follows:

WHEREAS, the Plan Commission of the City of Green Bay approved said release at its meeting on April 8, 2024, subject to the following condition:

1. A sewer easement over the relocated sewer is granted to the City of Green Bay by the property owner from Chateau Drive to Liberty Street.

NOW, THEREFORE, BE IT RESOLVED, pursuant to Easement Discontinuance 24-01 and the recommendation of the Plan Commission on April 8, 2024, the City of Green Bay does authorize the two requested easement discontinuances located at 1731 St. Agnes Drive. The two easement discontinuances are more particularly described as follows:

- 1: Easement shown on Certified Survey Map 287, Volume 1, page 378, recorded as Document Number 592036 described as follows: Beginning at the Southeast corner of Lot A of said Certified Survey Map 287, thence N 24°51' 12" W, 240.16 feet to the center line of a 10-foot-wide easement; thence N 67° 15' 52" E, 222.28 to the terminus of a 10-foot-wide easement.

Easement Document Number 837152, facilities occupy this easement.

- 2: Easement Recorded in Jacket 111 of Records Image 6, Document Number 827948 described as follows: A 10.0 foot strip of land in part of Parcel A of the Certified Survey Map recorded in Volume 1 of Certified Survey Map, Page 377, Brown County Records, being in the City of Green Bay, Brown County, Wisconsin, the centerline of which is more particularly described as follows: Commencing at the Southeast corner of said Parcel A and running thence N. 22° 44' 08" W. 240.0 feet to the centerline of the existing 10.0 foot easement dedicated in said certified survey; thence N. 67° 15' 52" E. along the centerline of said existing easement 160.0 feet to the point of beginning; N. 27°-04'- 08" W. 233.0 feet; thence S. 32° 15' 52" W. 129'0 feet; thence S. 69° 55' 52" W. 40.0 feet more or less to the Northline of St. Agnes Drive and end of said 10.0

foot strip.

Easement Document Number 1105411 more particularly described as follows: A 10.0 foot strip of land in part of Parcel A of the Certified Survey Map recorded in Volume 1 of Certified Survey Maps, Page 377, Brown County Records, being in the City of Green Bay, Brown County, Wisconsin, the centerline of which is more particularly described as follows: commencing at the Southeast corner of said Parcel A and running thence N. 22°-44'-08" W. 240.0 feet, thence N. 67°-15'-52" E 160.0 feet to the point on the centerline of the existing 10.0- foot easement described in 1976 Jacket 111, Image 6, Brown County Records; thence N. 27° 04' 08" W. 233.0 feet along said existing easement to the start of said described centerline; thence N. 51° 47' 08" W. 121.0 feet more/or less to the east line of Liberty Street and the end of said described centerline.

Easement Document Number 2230893 more particularly described as follows: Part of C.L.A. Tanks Subdivision of Private Claim 12 & North 1/2 of 13, East 1/2 of Lot 20, City of Green Bay, Brown County, Wisconsin described as follows: The centerline of the easement is described as follows: Commencing at the Northwest corner of Lot 17 of the recorded plat of Chateau Estates; Thence North 36 degrees 12 minutes 56 seconds West a distance of 50.88 feet to an existing manhole; Thence North 26 degrees 30 minutes 16 seconds West a distance of 51.08 feet to the right of way line of Chateau Drive and the point of beginning of the described centerline of the easement; Thence continuing North 26 degrees 30 minutes 16 seconds West a distance of 12.27 feet; Thence North 75 degrees 21 minutes 30 seconds West a distance of 49.39 feet; Thence North 79 degrees 07 minutes 03 seconds West a distance of 82.80 feet to the right of way line of Liberty Street and the end of the described centerline of easement.

BE IT FURTHER RESOLVED, the easement discontinuances shall be filed with the Register of Deeds and recorded by the property owner.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

DM
Attachment – Map

LIBERTY STREET

EASEMENT AS RECORDED IN
827948 & 1105911

EXISTING STORM LINE ASSUMED
TO BE IN EASEMENT RECORDED IN
DOC. 2230893 (BASED ON
BUILDING ADDITION
OVER EXISTING LINE)

CENTERLINE OF EASEMENT AS
DESCRIBED IN DOC. 2230893
(NO WIDTH GIVEN)

EASEMENT AS RECORDED
IN DOC. 592036

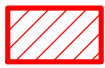
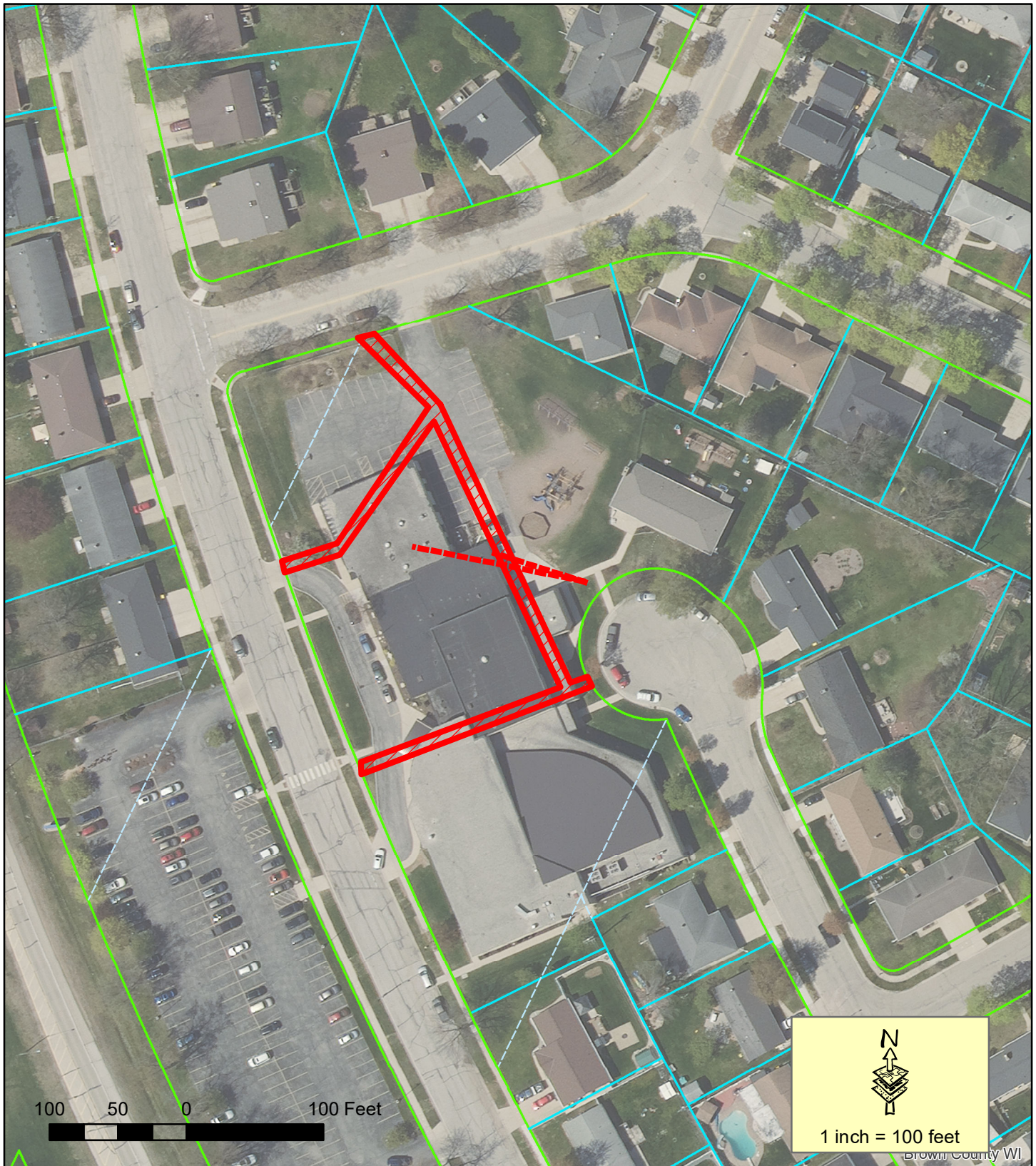
ST. AGNES DRIVE

CHATEAU DRIVE

CB

CB

ST



Easement Area



Easement Area

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DM.

Utility Easement Discontinuance (ED 24-01) 1731 St. Agnes Dr.



**Resolution Authorizing Execution of the
Department of Natural Resources
Principal Forgiven Financial Assistance Agreement**

April 16, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS the City of Green Bay wishes to undertake a project to replace private lead service, identified as DNR No. 5331-31 (the "Project"); and

WHEREAS the Department of Natural Resources Intended Use Plan notes that "galvanized service lines that are currently or have previously been downstream of lead components, and lead goosenecks, are considered lead service lines for purposes of this program"; and

WHEREAS the City has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the City of which all the principal will be forgiven at the time that loan disbursements are made to the City, pursuant to the DNR Principal Forgiven Financial Assistance Agreement, which is incorporated herein by reference; and

WHEREAS the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to \$550,000 that it has identified as being eligible for SDWLP funding;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay hereby authorizes the Mayor and City Clerk by and on behalf of the City to execute the Principal Forgiven Financial Assistance Agreement that contains the terms and conditions of the SDWLP award for the Project.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jefferys, Clerk

GENERAL ORDINANCE NO. 10-24

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

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

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following existing parking restriction:

MORROW STREET, north side, from a point 60 feet west of Henry Street to a point 135 feet east.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zone:

MORROW STREET, north side, from a point 60 feet west of Henry Street to a point 60 feet east of Henry Street.

Dated at Green Bay, Wisconsin this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

SAP
4/16/2024

ZONING ORDINANCE NO. 06-24

**AN ORDINANCE REZONING THE PROPERTY LOCATED AT
THE 1400 BLOCK OF SOUTH HURON ROAD (PARCEL NO. 21-186) FROM
RURAL RESIDENTIAL (RR) DISTRICT TO VARIED-DENSITY RESIDENTIAL
(R3) DISTRICT
(ZP 24-06)**

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 tax parcel 21-186 which is located on the 1400 Block of South Huron Road from Rural Residential (RR) District to Varied-Density Residential (R3) District.:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-THREE (23), NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPT THAT PART DESCRIBED IN DOCUMENT NO. 1826348 AND EXCEPT ROAD.

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 _____, 2024.

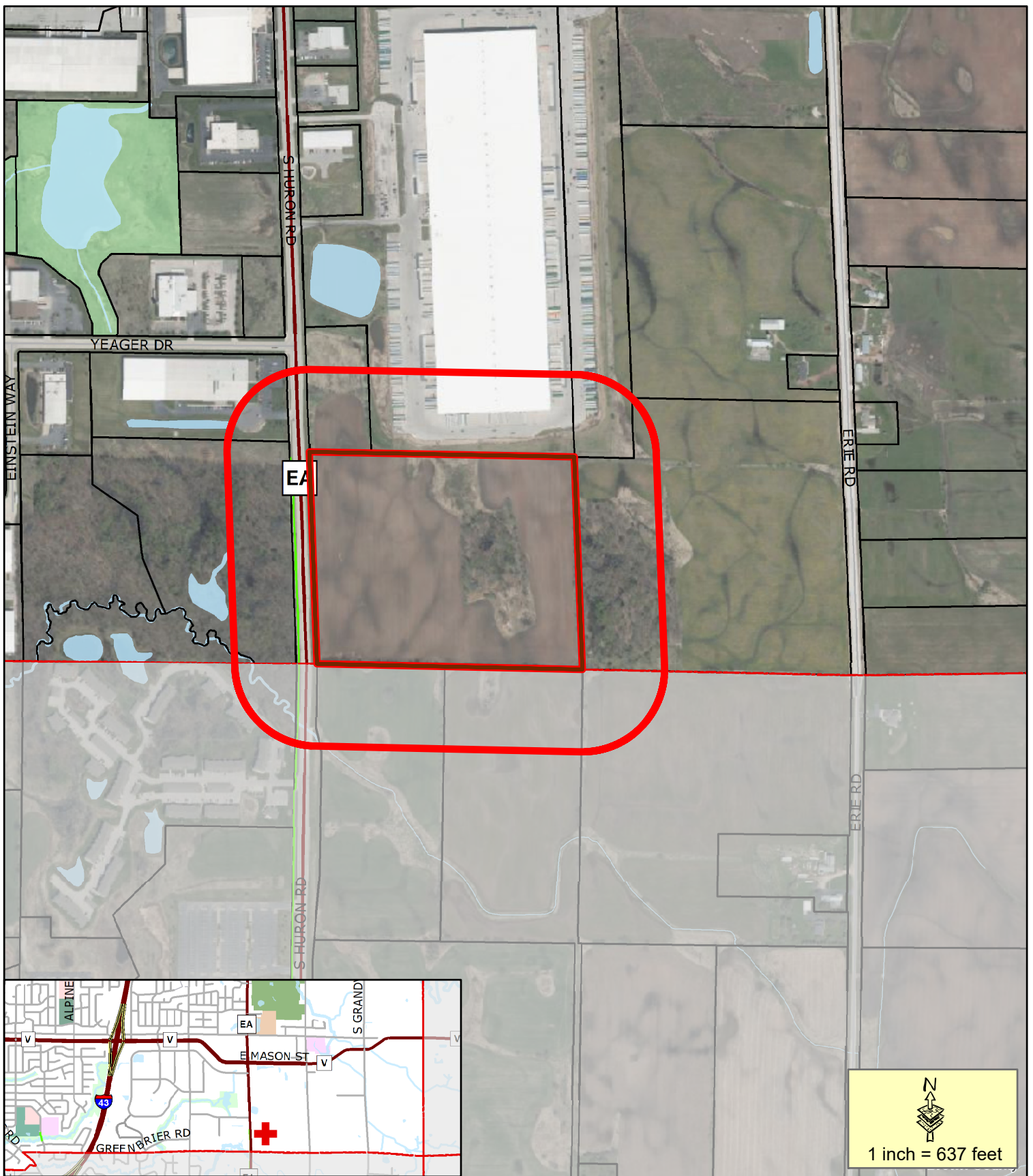
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

jel
Attachment – Map



Proposed Conditional Use Permit Parcel

400' 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
(RR) Rural Residential to
(R3) Varied Density Residential
1400 Block of S Huron Road (East Side of Road)

ZONING ORDINANCE NO. 04-24

**AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT FOR PROPERTY LOCATED AT
211 N BROADWAY
(ZP 24-07)**

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:

LOTS FIFTY-EIGHT (58), FIFTY-NINE (59), SIXTY (60), SIXTY-ONE (61) AND SIXTYTWO (62), ACCORDING TO THE RECORDED PLAT OF DOUSMAN'S ADDITION, IN THE CITY OF GREEN BAY, WEST OF FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPTING THEREFROM THE SOUTHERLY 31 FEET OF SAID LOTS 61 AND 62, TOGETHER WITH AN EASEMENT FOR ENCROACHMENT PURPOSES AS DESCRIBED IN JACKET 25896 RECORDS, IMAGE 35, AS DOCUMENT NO. 1475759.

Tax Parcel: 4-71

Land Area: Comprises approximately 28,136 square feet / 0.645 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 public market. 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 all land included at 211 N Broadway (Parcel Number 4-71). A PUD amendment shall be required for any future changes that do not comply with this PUD. Further, any PUD amendments shall reflect any land divisions recorded after the execution of this document.
- C. Land Use Regulations. The principal and accessory land uses which may be established are as follows:
 - 1. The principal use of this parcel shall be for a public market. This public market will contain a variety of land uses, primarily commercial in nature.
 - 2. Allowed land uses shall follow the allowed uses within the base zoning district, Downtown One (D1), with the following exceptions:
 - a. Limited Production and Processing uses are permitted and do not

require a Conditional Use Permit when associated with brewing, distilling or similar use, as deemed appropriate by the Zoning Administrator.

- b. Restaurant or Bar with Entertainment/Nightclub uses are permitted and do not require a Conditional Use Permit.
- c. Vehicle Service uses are prohibited as part of this PUD with the following exceptions:
 - 1. Convenience Store without fuel sales uses are allowed without a Conditional Use Permit.
 - 2. A Parking Structure may be allowed in future phases of this development with an amendment to this PUD.
- 3. Accessory uses customarily associated with downtown commercial, multiple-family and mixed-use uses such as antennas, solar systems, exercise facilities, and other uses deemed appropriate by the Zoning Administrator are allowed.
- 4. Outdoor dining and retail display areas shall be allowed as part of the PUD, in compliance with the specific development standards for such uses.

D. Prohibited Uses. The PUD limits certain uses from being established on the site or as accessory to the public market are as follows:

- 1. Residential dwellings and Congregate Living uses are prohibited.
- 2. Bed and breakfast uses are prohibited.
- 3. Funeral home uses are prohibited.
- 4. Vehicle Service uses are prohibited except as described in Section 2.C.2.c of this ordinance.
- 5. Any other uses not permitted in the Downtown (D) Zoning District are prohibited.

E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure on the subject property shall generally comply with Exhibit B and be regulated as follows:

- 1. Building.
 - a. Maximum building height may exceed 45 feet, as follows:
 - 1. Specific architectural grain tower feature has a maximum height of 60 feet from sidewalk grade.
 - 2. Rooftop "Public Market" signage has a maximum height of 55 feet from sidewalk grade.
- 2. Dimensional and area provisions, including accessory buildings, shall be regulated as the underlying D1 Zoning District.

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

- 1. Design. All sides of the building visible to the public shall include materials

and design characteristics similar to and compatible with those on the Broadway façade though it would not need to match.

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 D1 zoning 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.
- G. Signage. All signage within the PUD area shall meet the standards as set forth within Chapter 30 of the Green Bay Municipal Code for the underlying Downtown Zoning District with the following exception:
1. The primary sign for this building shall face the Broadway Street frontage and shall be regulated as follows:
 - a. The sign shall be a roof sign and its support structure.
 - b. The sign height may extend above the roof/cornice of the roof for which it is placed by no greater than 20 feet.
 - c. The sign is limited in size to no greater than 20 feet tall by 75 feet wide and no greater than 1,500 square feet in area.
 - d. The sign support structure shall be structural steel frame and perforated architectural metal.
 - e. The signage itself shall be front lit letters mounted to the framing and also allow for a 9 foot by 9 foot area within the overall 1,500 square feet for Public Market logo signage.
 - f. Other than listed above, no off-premise advertising, corporate logos, business names, product advertising, etc. is permitted on the roof signage.
- H. 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.

- I. 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.
- 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 Downtown (D1).

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 _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

sh:

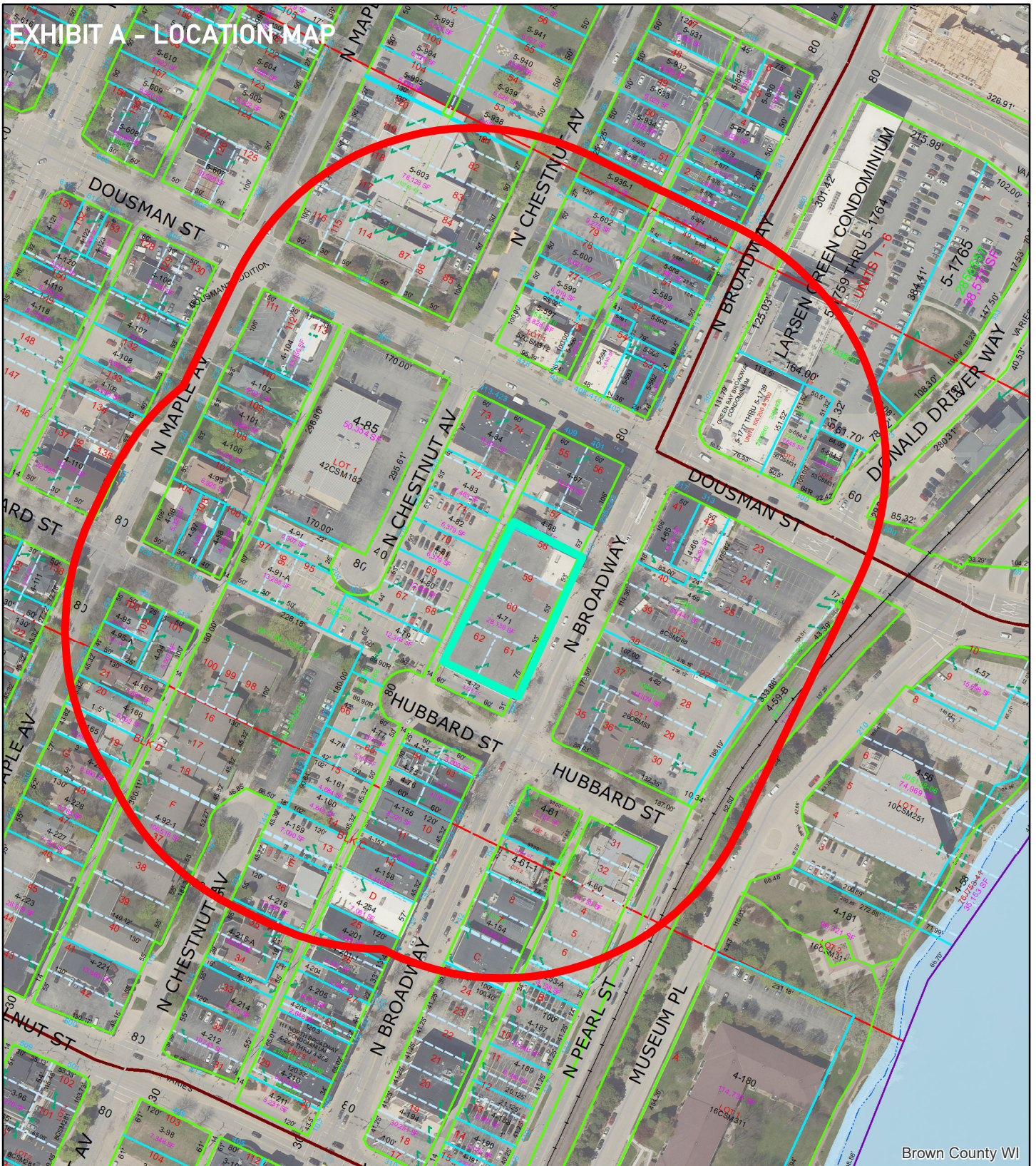
Attachments:

Exhibit A – Location Map

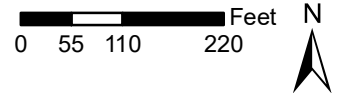
Exhibit B – Conceptual Plans

Exhibit C- Public Market Campaign literature

EXHIBIT A - LOCATION MAP



ZP 24-07 & ZP 24-08 PUDs for Broadway Public Market



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 27 Mar 2024 X:\Planning\Basemaps\template_8.5x11.mxd

- 211 N Broadway - Public Market Site
- 400' Notification Area



architecture plus design



GR@EF
RHG A+D
architecture plus design





71'-6"

POTENTIAL LOGO SIGNAGE.
PROVIDE ALLOWANCE FOR
EXTRUDED METAL W/ FRONT-LIT
ACRYLIC FRONT.

STRUCTURAL STEEL
FRAMING FOR SIGNAGE

"PUBLIC MARKET" SIGN:
FRONT-LIT LETTERS; FONT TBD.
MOUNTED TO ARCHITECTURAL
PERFORATED METAL.

"GREEN BAY" SIGN:
6" DEEP CHANNEL FRONT-LIT LED
LETTERS; FONT TBD.
MOUNTED TO STRUCTURAL FRAMING.



example of
front-lit LED
channel letter

DECORATIVE GRAIN
SILO

12'-1 1/4"

19'-4 1/2"

27'-11 3/4"

ARCHITECTURAL
PERFORATED METAL.

ARCHITECTURAL
PERFORATED
METAL

9'-0"

8'-0"

Green Bay

PUBLIC MARKET

2'-0"± PARAPET

4'-8 1/2"

2'-0"±

82'-0"

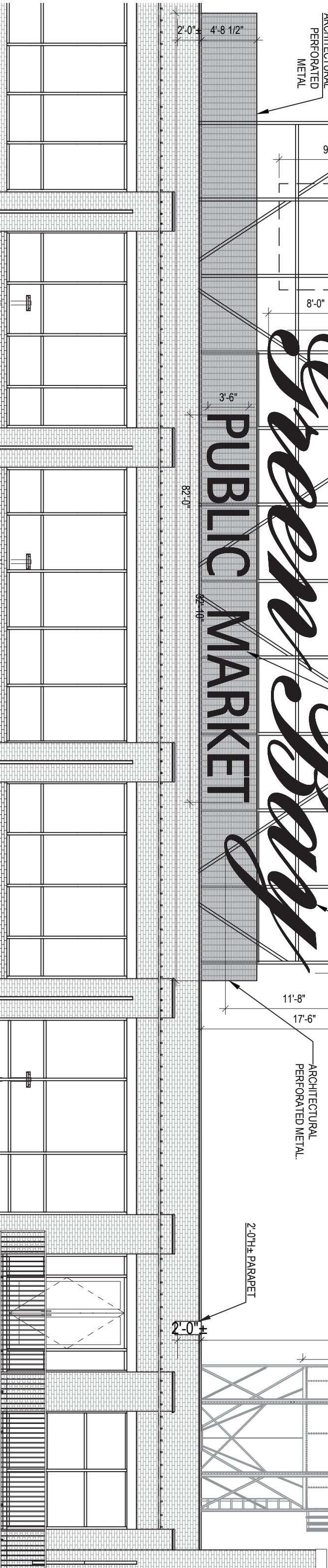
54'-6"

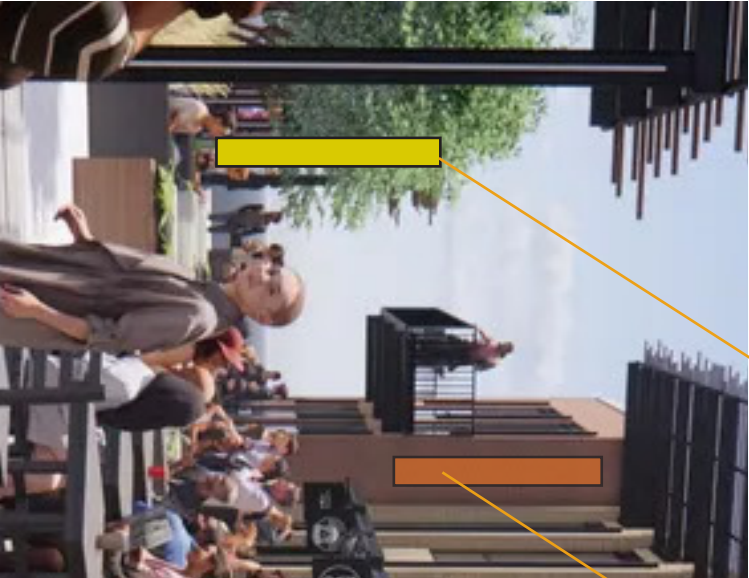
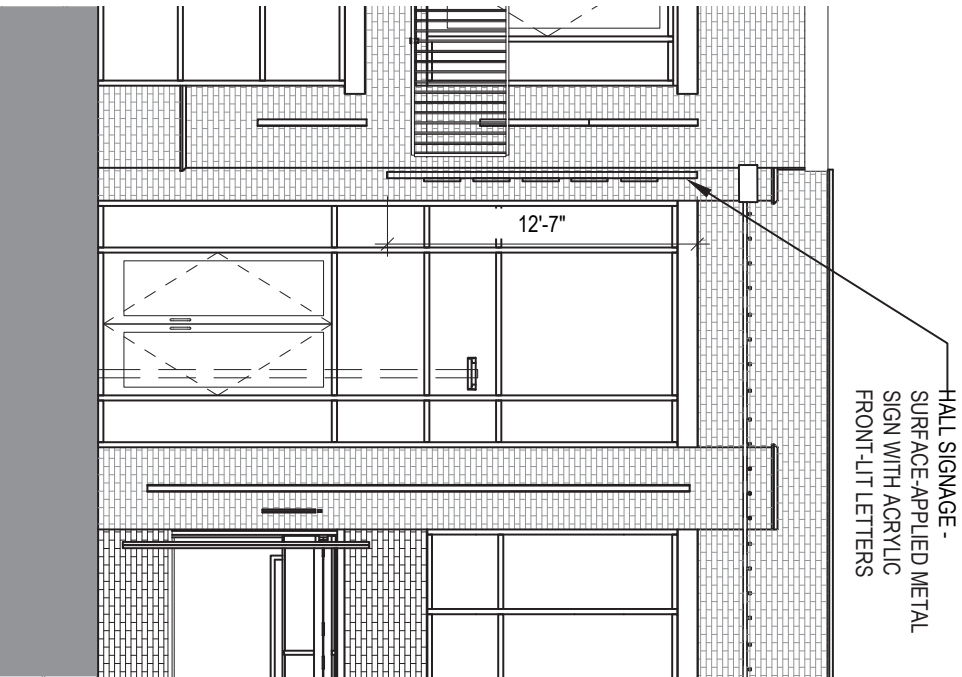
62'-10"

11'-8"

17'-6"

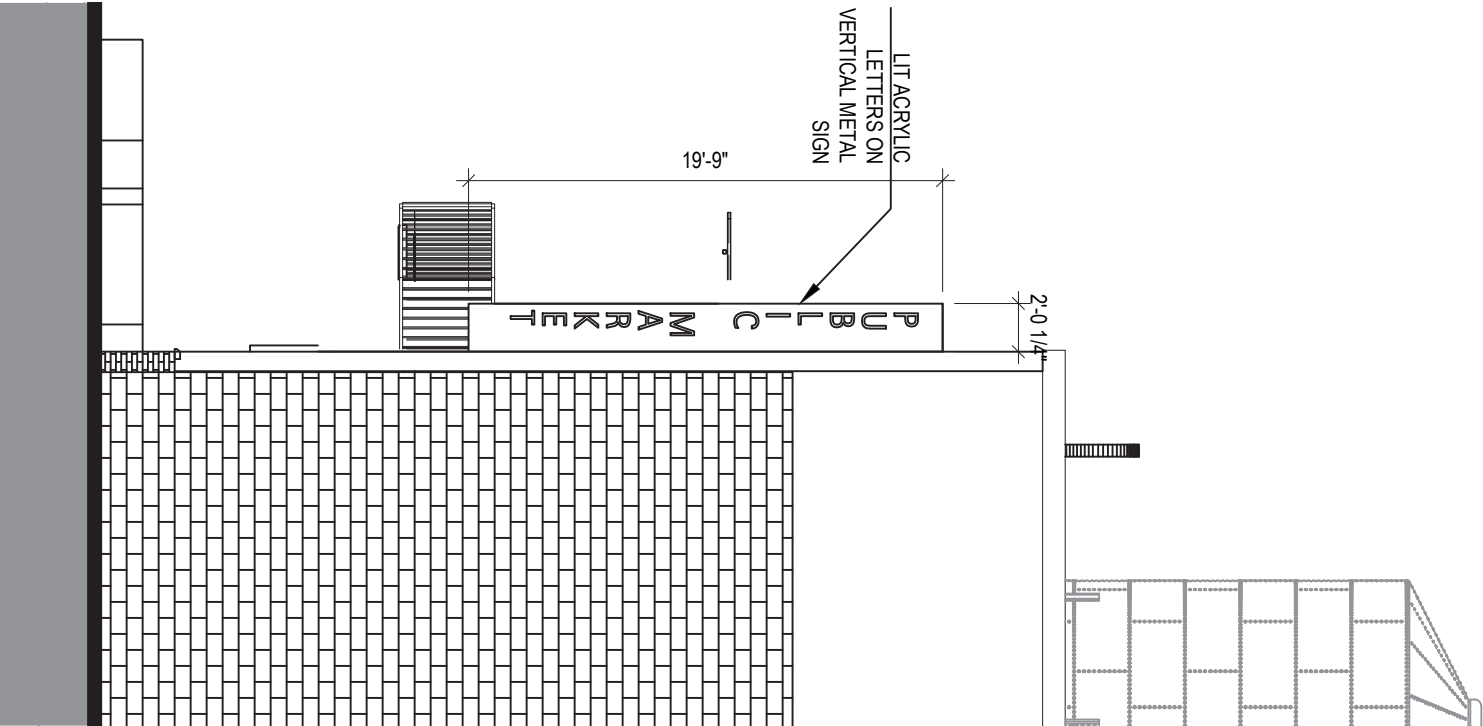
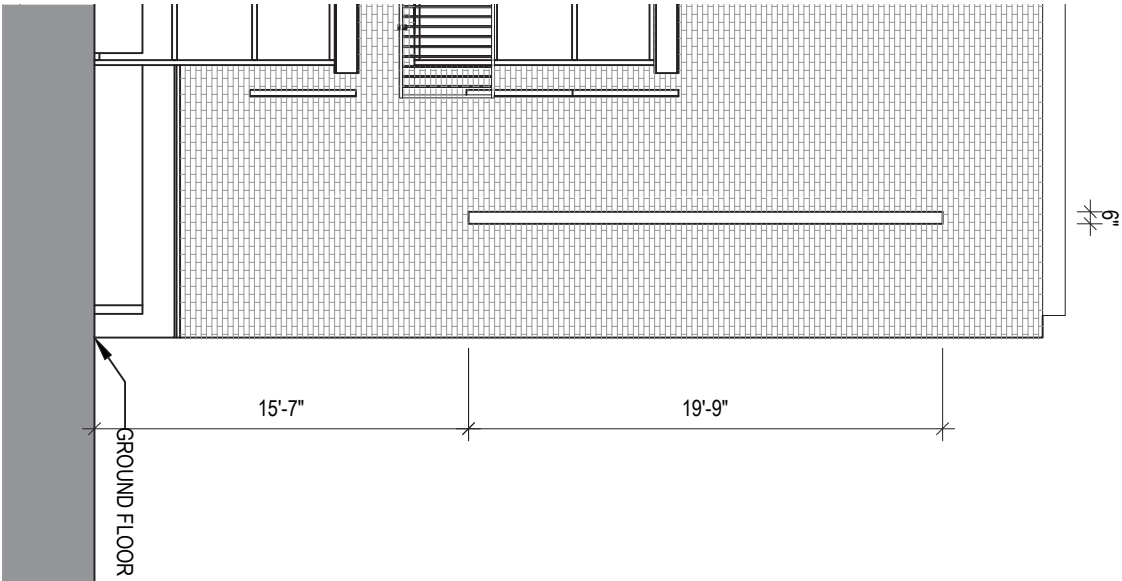
2'-0"±





Donor
MONUMENT
SIGNAGE

Donor HALL
SIGNAGE



SOUTH END

NORTH END

GREEN BAY PUBLIC MARKET - VERTICAL SIGNAGE





Architectural Metal Concept



Applied Signage - Dual names



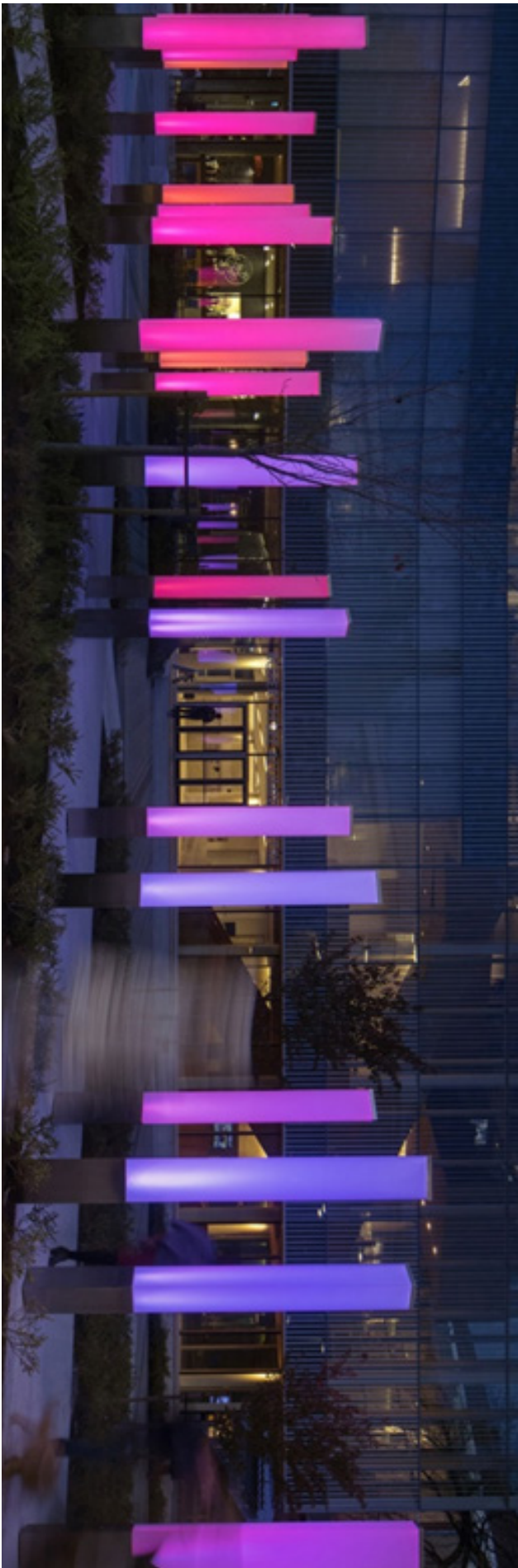
Vertical Fin Signage



Monument Signage

GREEN BAY PUBLIC MARKET - Architectural Signage Examples





Installation of Lit elements or monument sign



Symphony of Lights



RHG A+D
architecture plus design

GREEN BAY PUBLIC MARKET - Lighting Concepts



THE PUBLIC MARKET CAMPAIGN

Creating Green Bay's public market with public purpose.





A YEARS-LONG VISION FOR GREEN BAY'S PUBLIC MARKET

in downtown Green Bay is becoming a reality. A building is purchased. The design is determined. The business model — a food-focused facility that creates space for entrepreneurs to connect product to people — is set. To ensure we can realize that dream, we need your help.

On Broadway, Inc., a local 501(c)3 non-profit organization that focuses on the economic vitality of the downtown's near-west side, is spearheading the fundraising campaign to redevelop Old Fort Square, 211 N. Broadway, into the Green Bay Public Market. The market will host over 20 small businesses that will benefit from a space that provides retail and food sales, hosts events and creates a dynamic public place.

"The single greatest way to elevate the Broadway District for tourism, economic impact and employee attraction is to create Green Bay's Public Market."

Brian Johnson,
Executive Director,
On Broadway, Inc.

Run by a non-profit organization, the lease terms will be tenant-friendly, provide less risk to business owners and create a diverse offering of goods and experiences. The market's vendors will operate seven days a week, offering prepared food and items to shop for and prepare at home.

The Green Bay Public Market will draw residents and visitors from the Greater Green Bay area and beyond to the Broadway District where they can enjoy everything the city's downtown offers. Please join us as we raise funds to realize the Green Bay Public Market, a place where entrepreneurs can connect their products with people while the ripple effect of a public market with public purpose will flourish.



INTRODUCING GREEN BAY'S PUBLIC MARKET: A CATALYST FOR GROWTH AND ACTIVATION

The Green Bay Public Market will provide entrepreneurs an opportunity to launch their businesses in a busy downtown location where they will find built-in support to grow. Locally sourced products sold by people who live and work in the community deliver a strong economic impact to the community.

In a metro area with a population greater than 320,000 and 5.7 million annual tourists, the Public Market will quickly become one of Green Bay's top tourist destinations as well as a place where local residents will visit regularly to purchase locally sourced food that is fresh and nutritious.

Public markets in other communities become the catalyst for additional development, spurring millions of dollars in residential and commercial real estate. Not only will the property known as "Old Fort Square" receive a much-needed makeover, but the entire district, downtown, city and region will benefit.



PROJECT IMPACT:



**CATALYST FOR ECONOMIC
DEVELOPMENT**



**PROMOTES HEALTHY
COMMUNITY LIVING**



**PROVIDES A DYNAMIC
ENVIRONMENT FOR CULINARY
BUSINESSES TO GROW**



**CREATES AN ATTRACTIVE PUBLIC
SPACE AND CITY BLOCK**



**ENHANCES EXPERIENCES FOR
EMPLOYEES AND VISITORS**



**MAGNET FOR TALENT
RECRUITMENT AND RETENTION**

The Public Market will create a new gathering place downtown, which has been transformed over the past two decades to an area bustling with life. The Farmers' Market on Broadway is one example of that success. Every Wednesday during the summer, it draws more than 100 vendors and thousands of customers. The Farmers' Market is located just outside of the new public market, which will provide community access to locally sourced goods daily.

The Green Bay Public Market will be more than a place to shop and eat—it will also be a place for new experiences. Fit with a kitchen space created for unique food experiences, the market focuses on providing culinary education to people with all backgrounds, skills and interests. Through partnerships that focus on youth, disadvantaged populations and connecting area neighborhoods, the kitchen and event space within this project will play a vital role in giving back to the community.

The current Old Fort Square building was purchased by On Broadway in spring 2022. With 45,000 square feet, the future Public Market will include:

- **A grand market atrium featuring over 20 vendors**
- **Community event space available for public and private events**
- **Indoor and outdoor seating**

As part of this project, the building will receive a dramatic new façade and interior makeover as shown in our accompanying renderings, as will the exterior sidewalk and plaza areas with new streetscaping and lighting.

FIRST FLOOR



- Anchor spaces for larger users including on-site production and/or restaurant seating
- Junior anchors with programming needs similar to anchors
- Pod suites for smaller food or retail users
- Storefront stalls providing inside and outside service counters
- Seating
- All-season plaza



PUBLIC MARKETS ARE PLACES OF DISCOVERY, LEARNING, HUMAN INTERACTION, COMMUNITY INVOLVEMENT AND COMMERCE.

SECOND FLOOR



- Event space with seating for up to 200 people
- Kitchen space for private and public events, including culinary education and cooking shows
- Member space available to corporate partners, including tech and AV equipment, hosted food and beverage service
- Atrium-wrapped overlook seating
- Office space for market staff





COME BE PART OF THE MOMENTUM!

- NAMING RIGHTS FOR VARIOUS INTERIOR AND EXTERIOR SPACES, INCLUDING KITCHEN, ATRIUM, PROGRAMMING, AND MORE
- PROGRAMS AND EVENT OPPORTUNITIES FOR YEAR-ROUND EXPERIENCES

With an expected total project cost of \$12.5 million, bringing the Green Bay Public Market to life will involve public and private financial support. On Broadway has applied for multiple grants to help with funding, and private gifts are needed to help us reach our goal to fund the renovation. With your support, we can make a difference in creating a dynamic new space in downtown Green Bay that will not only create a new community gathering space but also spur more economic development. This is a once in a generation opportunity.

The Green Bay Public Market operations will be funded through rents and event revenue allowing an exciting, sustainable non-profit enterprise managed by On Broadway. **Join us!**

For more information, please reach out to:

Chelsea Kocken
Director of Special Projects at On Broadway
920-680-1684 or chelsea@onbroadway.org.

PROJECT GOAL: \$12.5 MILLION



\$1.5M | Government

\$3M | Grants and New Market Tax Credits

\$8M | Private Support

ON BROADWAY'S SUCCESS

On Broadway continues to build upon the district's ongoing improvements and increased vibrancy.

Since its creation in 1995, the non-profit organization has amassed multiple successes:

- Advocated city planning and business owners for increased retail, restaurant and commercial density.
- Facilitated over \$100 million of new construction and renovation in the district, including more than 1,000 new housing units either complete or underway.
- Invested in streetscape design with seasonal plantings, pedestrian friendly amenities and storefront signage.
- Created more than 40 community events that attract over 400,000 visitors each year. Events included igNight Markets, Fall Fest and the Levitt AMP Green Bay Music Series.
- Committed volunteers, including an engaged board of directors who amass over 2,000 volunteer hours each year.
- Dedicated to historic preservation as well as an investment in public art.
- Supported two major redevelopment efforts along with the City of Green Bay, including Leicht Memorial Park and the Shipyard for increased riverfront access and activation, a \$7 million and \$20 million effort, respectively.
- Applied for and received a \$1 million grant to support diverse businesses in the Broadway District, including a \$300,000 micro-grant program.
- Recognized consistently among Main Street peers for events, volunteer commitment, promotions and community partnerships.
- Producer of Farmers' Market on Broadway that hosts 100+ vendors and brings 250,000 people to the district each summer.

JOIN US AS WE ADD THE PUBLIC MARKET TO THE LIST AND EXPERIENCE THE RIPPLE EFFECT OF THIS EXCITING PROJECT WITH PUBLIC PURPOSE.



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

920-437-2531
greenbaypublicmarket.org

THE PUBLIC MARKET CAMPAIGN

Creating Green Bay's public market with public purpose.

ENHANCED ECONOMIC IMPACT

A catalyst for continued downtown development, the Green Bay Public Market is expected to draw 1 million visitors annually. The Public Market will serve as an anchor in the Broadway District and generate more than \$100 million in nearby development, including housing, commercial space, parking infrastructure and pedestrian friendly amenities. With an estimate

of \$10 million annually in sales, the market will also generate sales tax revenue of more than \$550,000.

The Green Bay Public Market will be home to 20-plus small businesses who will be supported through various programs, available grant funds and mentorship opportunities.

ENHANCED CULINARY EXPERIENCES

In recent years, the Green Bay area has witnessed, despite pandemic-sized hospitality industry challenges, the launch of new restaurants, coffee houses, bakeries and more. Many of these new places began with a simple concept and a booth at a Green Bay farmers' market.

We now seek to create an intentional incubator for culinary entrepreneurs to bring their concepts to life within a cost-effective, high-traffic, supportive environment. The Green Bay Public Market creates the ideal mix of support and visibility to allow new

businesses to thrive, and for Green Bay's pallet to come alive with the sights, sounds, smells, and tastes of the market.

Frequent food-focused programming will also occur within the market that will attract people of all interests and abilities.

Health equality will be maintained through the EBT program that will be an expansion of the Farmers' Market on Broadway program.

ENHANCED EMPLOYEE AND VISITOR EXPERIENCES

Working with architects, On Broadway will transform a currently blighted building into an attractive, public space for families, friends and business professionals to gather, whether it is to purchase food and eat it on site, enjoy culinary experiences in the commercial kitchen or meet up in the members' space to socialize and work.

The Public Market's event space will also host private and public gatherings and a year-round calendar of special events in addition to culinary programming.



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

920-437-2531
greenbaypublicmarket.org

THE PUBLIC MARKET CAMPAIGN

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NAMING OPPORTUNITIES

Giving Participation Levels

Gifts to the Green Bay Public Market campaign at the following levels are eligible for naming opportunities.

(NAME) PUBLIC MARKET SQUARE **\$3,000,000**

In recognition of a gift at this level, On Broadway seeks to add an organization's name to the city square surrounding the public market. For example, Green Bay Public Market presented by (NAME). *(One)*

PUBLIC MARKET MAIN HALL **\$1,500,000**

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

PUBLIC MARKET KITCHEN **\$500,000**

In recognition of a gift at this level, On Broadway seeks to name the market's commercial kitchen.

PUBLIC MARKET EVENT SPACE **\$500,000**

In recognition of gifts at this level, On Broadway seeks to name the market's event space.

PUBLIC MARKET PLAZA **\$250,000**

In recognition of gifts at this level, On Broadway seeks to name the market's terrace and outdoor seating areas.

PUBLIC MARKET LOUNGE **\$250,000**

In recognition of gifts at this level, On Broadway seeks to name the member space.

PUBLIC MARKET CHILDREN'S AREA **\$150,000**

In recognition of a gift at this level, On Broadway seeks to name the public market's children's area.

Additional giving levels:

- PUBLIC MARKET CHAMPION: \$50,000**
- PUBLIC MARKET AMBASSADOR: \$25,000**
- PUBLIC MARKET ADVOCATE: \$10,000**
- PUBLIC MARKET FRIEND: \$5,000**

Naming opportunities are based on availability.

Please indicate your interest on the pledge card and details will be confirmed with you by On Broadway.



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PLEDGE FORM

CONTACT INFORMATION:

Donor (Company/Individual)

Please indicate how you would like to be recognized in donor recognition materials (if different from above)

Address

City

State

Zip

Phone

Email

TERMS OF PLEDGE:

I am interested in this naming opportunity. Naming opportunities are based on availability. Please indicate your interest on this Pledge Card and details will be confirmed with you by On Broadway, Inc.

My pledge is to be paid as follows (make checks payable to On Broadway, Inc.):

☐ I am supporting this campaign with a one-time gift of: \$ _____

☐ I am supporting this campaign with a multi-year gift of: \$ _____

Beginning on (date): _____ to be paid over _____ years

Please invoice me: ☐ Annually ☐ Quarterly ☐ Monthly ☐ Other: _____

My gift will be matched by: _____

☐ Matching gift enclosed ☐ Matching gift form will be sent

☐ I wish for my gift to remain anonymous

Notes: _____

Donor Signature: _____ Date: _____



***Return this form and
payment to:***

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

***For other ways to give, please contact Chelsea Kocken
at 920-680-1684 or chelsea@onbroadway.org***

***For your records, this letter acknowledges that no products or services
were provided for this contribution and it is tax deductible to the fullest
extent of the law. On Broadway, Inc. is a 501(c)(3) organization.***

THE PUBLIC MARKET CAMPAIGN

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PUBLIC MARKET SQUARE

It's a new day on Broadway!

The Green Bay Public Market is just the beginning for planned development in the Broadway District. On Broadway, Inc., a non-profit organization that will own and operate the public market, is seeking to brand the block bordered by Broadway, Dousman, Chestnut and Hubbard streets as Public Market Square.

Public Market Square will become the epicenter of not only that block, but the entire Broadway District and the near west side of downtown Green Bay.

Streetscaping, lighting and other visual enhancements being added for the Green Bay Public Market will be implemented around the block and eventually throughout the Broadway District. The enhancements will reconnect neighborhoods and tie together residents, visitors and business owners while physically and visually eliminating barriers between Broadway and neighborhoods immediately to the east and west. Re-establishing an east-west openness along Hubbard Street will also be part of the initiative.

To make Public Market Square a reality, we need your help!

On Broadway is seeking a partner to join us and sponsor the branding of the block by adding its name to Public Market Square.



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



The partnering organization will benefit from having its name in front of:

- **250,000 annual visitors to the Wednesday Farmers' Market on Broadway**
- **1 million annual visitors to the Green Bay Public Market**
- **37,800 vehicles daily on Broadway and Dousman (WisDOT)**
- **50,000+ followers and fans on social media**

If your organization is interested in partnering with On Broadway on Public Market Square, please reach out to **Chelsea Kocken at 920-680-1684 or chelsea@onbroadway.org** and help us transform the Broadway District!

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